Memorandum

MIAMI-DADE COUNTY

Date: December 4, 2007

Agenda Item No. 8(M)(1)(A)

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

From: George M. Burgess
County Manager

Subject: Subgrant Agreement with the Town of Cutler Bay for 2005 Safe Neighborhood Parks Funds

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Recommendation

It is recommended that the Board authorize the execution of a subgrant agreement with the Town of Cutler Bay (Town). This agreement will allow an amount not to exceed $640,867 allocated by Resolution No. R-664-05 of the Sixth Series (2005) Safe Neighborhood Parks (SNP) Bond Program to be used to make improvements at Cutler Ridge Park and Cutler Ridge Pool (Cutler Ridge Park and Pool).

Scope

Cutler Ridge Park and Pool are located at 10100 SW 200 Street within Commission District 8.

Fiscal Impact/Funding Source

The SNP funds were allocated for improvements at Cutler Ridge Park and Pool which are now Town property. The transfer of this funding will not impact any other park projects.

Track Record/Monitor

The Miami-Dade Park and Recreation Department currently monitors five (5) active SNP subgrant agreements with other municipalities or agencies and will monitor this SNP subgrant agreement.

Background

The Sixth Series (2005) SNP Bond allocated a combined total of $749,727 for continued design, development and improvements at Cutler Ridge Park and Pool. On July 10, 2007, the Board adopted Resolution No. R-809-07 conveying Cutler Ridge Park and Pool, and six other parks within the Town's municipal boundaries to the Town. The funds to be subgranted represent the balance of funds allocated by the SNP grant. The County completed a phase of the development at the Cutler Ridge Park and Pool, but did not proceed to the next phase to allow the Town to assume oversight and responsibility for subsequent work completed under this SNP grant.

Authorization to execute this specific subgrant agreement with the Town is needed to access an amount not to exceed $640,867 of the allocated SNP bond funds specifically designated in the grant to reimburse the Town for pre-existing and other costs associated with the scope of work of the grant.

Attachments

Alex Muñoz
Assistant County Manager

MEMORANDUM
(Revised)

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

DATE: December 4, 2007

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

SUBJECT: Agenda Item No. 8(M)(1)(A)

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**

2

Approved_____Mayor
Veto _____
Override _____

Agenda Item No. 8(M)(1)(A)
12-04-07

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A SUBGRANT AGREEMENT IN AN AMOUNT NOT TO EXCEED $640,867 WITH THE TOWN OF CUTLER BAY TO TRANSFER A GRANT FROM THE SAFE NEIGHBORHOOD PARKS BOND PROGRAM FOR IMPROVEMENTS AT CUTLER RIDGE PARK AND CUTLER RIDGE POOL

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board authorizes the County Mayor or his designee to execute a subgrant agreement with the Town of Cutler Bay in an amount not to exceed $640,867 to transfer a grant from the Safe Neighborhood Parks Bond Program for improvements at Cutler Ridge Park and Cutler Ridge Pool, substantially in the form attached hereto and made part hereof, subject to proper execution by all parties and review by the County Attorney's Office; and further authorizes the County Mayor or his designee to exercise the cancellation provisions contained therein.

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

Bruno A. Barreiro, Chairman
Barbara J. Jordan, Vice-Chairwoman

Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of December, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. MR

Monica Rizo

SUBGRANT AGREEMENT
BETWEEN
MIAMI-DADE COUNTY AND
TOWN OF CUTLER BAY

WHEREAS, MIAMI-DADE COUNTY a political subdivision of the State of Florida through its Park and Recreation Department located at 275 NW 2 Street, Miami, Florida 33128, hereinafter referred to as "County" desire to enter into a Subgrant Agreement with the TOWN OF CUTLER BAY a, political subdivision of the State of Florida located at 10720 Caribbean Boulevard, Suite 105, Cutler Bay, Florida 33189, hereinafter referred to as the "Town."

WHEREAS, on July 16, 1996, the Board enacted Ordinance No. 96-115 authorizing the issuance of $200 million in general obligation bonds for parks projects and on November 5, 1996, a majority of those voting approved the bond program; and

WHEREAS, section 3(a)(1)(ii) and section 3(a)(2) of Ordinance No. 96-115, Grants for Specific Projects to municipalities and UMSA allocated funds to the Department for park development, improvements, rehabilitation, restoration or acquisition of real property for parks including Cutler Ridge Park and Cutler Ridge Pool within the Town of Cutler Bay; and

WHEREAS, pursuant to Resolution No. R-809-07, the County conveyed eight (8) parks in the Town of Cutler Bay to the Town of Cutler Bay; and

WHEREAS, the Safe Neighborhood Parks sixth bond series (2005) allocated a combined total of $749,727 for the continued design, development and improvements at the two (2) parks listed in Attachment 1 in the amounts specified.

NOW, THEREFORE, pursuant to the County Commission action on June 6, 2005 Resolution No. R-664-05, which specifically authorizes the County Manager to execute such grant agreements, subgrant agreements and other required contracts and documents, to expend Safe Neighborhood Parks bond funds received for the purpose described in the funding request, and in consideration of the mutual agreements contained herein, the parties named above agree as follows:

I. MIAMI-DADE COUNTY AGREES:

1. To provide the balance of the SNP sixth bond series allocation in an amount not to exceed $640,867 to the Town of Cutler Bay for the purpose of developing Cutler Ridge Park and Cutler Ridge Pool located at 10100 SW 200 Street, Cutler Bay Florida, in accordance with the attached Grant Application Forms, incorporated herein as Attachment 1, subject to the following conditions.

   a. Miami-Dade County shall only be obligated to reimburse the Town provided the Town is not in breach of this agreement

2. The County shall serve merely as a pass-through of any funds available from the Safe Neighborhood Parks bond issue as authorized through a grant agreement with the Miami-Dade County Office of Safe Neighborhood Parks, incorporated herein as Attachment 2. Any and all reimbursement obligations of the County shall be fully subject to and contingent upon the availability of funding from the Office of Safe Neighborhood Parks for the specific purpose. The Town shall be solely responsible for submitting all documentation as required by the Administrative Rules For Specified Project Grant and Per Capita Allocation Programs incorporated herein as Attachment 3, to the Office of Safe Neighborhood Parks through the Miami-Dade Park and Recreation Department for this purpose.

II. THE TOWN AGREES:

1. The Town shall a) agree to govern itself, in regards to the subject properties, in accordance with Article 7 of the County Charter, b) keep the parks open and accessible to the public without discrimination as to race, color, gender, age, religious belief, residence, national origin, marital status, or disability.

2. To render services in accordance with the scope of service approved by the Office of Safe Neighborhood Parks incorporated herein, and that all expenditures or costs shall be made in accordance with the budget, which is incorporated herein and attached hereto as Attachment 1.

3. To accept and comply with those responsibilities assigned; in Sections I through XV of the attached Safe Neighborhood Parks Grant Agreement between the County and the Office of Safe Neighborhood Parks incorporated herein as Attachment 2, and; applicable laws, codes, regulations and generally for the implementation and execution of responsibilities under the Agreement.

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4. To permit upon request, authorized representatives of the County to inspect and audit all books, records, documents and other supporting data and documentation relating to the grant. These rights of audit shall extend for a period of three (3) years following final payment under this Agreement.

5. To adhere to and be governed by all applicable County ordinances, as well as state and federal laws which may have bearing on this Agreement.

III. INDEMNIFICATION AND HOLD HARMLESS:

It is expressly understood and intended that the Town is only a recipient of funding support and is not an agent of the County.

The Town shall indemnify and hold harmless the County and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of action, or proceedings of any kind or nature arising out of, related to or resulting from the performance of this Agreement by the Town

or its employees, agents, servants, partners, principals or subcontractors. The Town 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. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28, Fla. Stat., subject to the provisions of the Statute whereby the Town shall not be held liable to pay personal injury or property damage claim or judgment by any one person which exceeds the sum of $100,000, or any claim or judgment or portion thereof, which, when totaled with all other claims or judgments or paid by the Town arising out of the same incident or occurrence, exceed the sum of $200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the Town.

IV. NOTICES:

It is understood and agreed between the parties that written notice addressed to the County and mailed (certified/return receipt) or delivered to the address appearing on page one (1) of the Agreement and written notice written to the Town and mailed (certified/return receipt) or delivered to the address appearing on page one (1) of this Agreement, shall constitute sufficient notice to either party.

V. TOTALITY OF AGREEMENT:

This ___ page Agreement with its recitals on the first page of the agreement and with its attachments as referenced below contain all the terms and conditions agreed upon by both parties:

Attachment 1:	Approved Project Grant Application and Budget
Attachment 2:	Safe Neighborhood Parks 2005 Grant Agreement between the County and the Office of Safe Neighborhood Parks
Attachment 3:	Administrative Rules For Specified Project Grant and Per Capita Allocation Programs
Attachment 4:	Safe Neighborhood Parks Ordinance (96-115)

IN WITNESS WHEREOF, Miami-Dade County and the Town of Cutler Bay have entered into this cooperative Agreement on the ___ day of _____, 2007

TOWN OF CUTLER BAYMIAMI-DADE COUNTY

By: _____

By: _____
George M. Burgess
County Manager

Attest:

By: _____

By: _____

Title: _____

Title: _____

Approved as to Form and Legality:

_____
Grantee Attorney

_____
Grantor Attorney

Risk Management Review:

_____

ATTACHMENT 1

ORIGINAL

2005 Specified/Per Capita

citizens' oversight committee safe neighborhood parks

EXHIBIT 14

DISTRICT 8

Miami-Dade County	Cutler Ridge Park - Phase 2

Complete construction of medium recreation center. Design and construct soccer field lighting.

BUDGET ITEMS	Fiscal Year 2005-2008
PLANNING	
DESIGN	31,300
PROJECT ADMINISTRATION	13,400
PRE-AGREEMENT SOFT COSTS	
LAND/BLDG ACQUISITION	
CONSTRUCTION	
Soccer Field Lighting	142,367
Pre-Agreement Construction Costs	67,660
TOTAL CONSTRUCTION	210,027
ART ALLOWANCE (Miami-Dade Only)	
FIXTURES, FURNITURE, EQUIPMENT	
OTHER COSTS	
EXPENDITURE TOTALS	254,727

Remarks

R-391-05; Minutes of 9/14/04.

2005 Specified/Per Capita

citizens' oversight committee safe neighborhood parks

ORIGINAL

EXHIBIT 15

DISTRICT 8

Miami-Dade County	Cutler Ridge Pool Renovation

Upgrade aquatic facilities to include wet playground.

BUDGET ITEMS	Fiscal Year 2005-2008
PLANNING	
DESIGN	
PROJECT ADMINISTRATION	
PRE-AGREEMENT SOFT COSTS	26,684
LAND/BLDG ACQUISITION	
CONSTRUCTION	
Pool Upgrades	410,850
TOTAL CONSTRUCTION	410,850
ART ALLOWANCE (Miami-Dade Only)	
FIXTURES, FURNITURE, EQUIPMENT	
OTHER COSTS	
Reimbursement to Norwood Pool	57,466
EXPENDITURE TOTALS	495,000

Remarks

R-391-05; Minutes of 9/14/04. $57,466 of Norwood funds was used to design this project.

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(M)(1)(A)
6-7-05

ATTACHMENT 2

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

RESOLUTION NO. R-664-05

RESOLUTION AUTHORIZING EXECUTION OF A GRANT AGREEMENT WITH THE SAFE NEIGHBORHOOD PARKS BOND PROGRAM FOR 43 SERIES 2005 SPECIFIED/PER CAPITA PROJECTS

WHEREAS, this Board has authorized the issuance of general obligation bonds (the "Bonds") for the purpose of financing capital improvement programs for certain parks, beaches, natural areas and recreation facilities; and

WHEREAS, to implement and give effect to the bond program, this Board enacted Ordinance 96-115, the Safe Neighborhood Parks Ordinance (the "Ordinance"); and

WHEREAS, it is necessary and desirable to improve the quality of life, to benefit property values, to promote prevention of juvenile crime by providing positive recreation opportunities, and to improve the recreational facilities for youth, adult and senior citizens in this community through the improvement of our parks and natural areas; and

WHEREAS, in order to foster these important values, the projects more specifically listed below have been identified for reimbursement pursuant to the terms of the Ordinance; and

WHEREAS, pursuant to the terms of the Ordinance, the passage of this resolution and the acts contemplated by this resolution are conditions to obtaining a grant; and

WHEREAS, this Board wishes to complete the grant process for the projects listed below subject to all terms and conditions of the Ordinance,

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

Section 1. The Board hereby authorizes the County Manager to complete the grant process for the projects and in the grant amounts listed below, and in connection with each project to execute such grant agreement, subgrant agreements and other required contracts and documents, to expend Safe Neighborhood Parks bond funds received for the purpose described in the funding request, to execute any necessary amendments to the grant agreement, subgrant agreement and other contracts and documents, and to take such other acts as may be necessary to bind Miami-Dade County and accomplish the intent of this resolution. Application has been made with respect to each of the following projects (the "Projects") in the amounts set forth below.

GRANT TITLE		TOTAL GRANT	
		Specified	Per Capita
A.D. Barnes Park	P		236,600
Architectural Barrier Removal	SR	714,879	
Benito Juarez	P		246,510
Black Point Park	SR	410,850	
Bunche Park	P		105,425
Camp Owaissa Bauer	SR	1,440,054	
Carol City Complex	P		550,000
Carol City YES Center	SR	1,776,060	
Chapman Field Park	SR	1,880,010	
Charles Deering Estate Outparcels	SR	495,495	
Crandon Park	SR	2,750,517	
Cutler Ridge Park	P		254,727
Deerwood Park	SU	792,000	
East Greynolds / Oleta River	SR	544,005	
Greynolds Park	SR	1,206,674	
Haulover Park	SR	774,467	
Highland Oaks Park	SU	754,380	
Hispanic Heritage Cultural Arts	SR	749,569	
Homestead Air Reserve Base	SU	1,389,831	
Homestead Bayfront Park	SR	821,700	

GRANT TITLE		TOTAL GRANT Specified	Per Capita
Ives Estates Park	SR	4,544,110	
Kendall Indian Hammocks Park	SU	1,287,000	
Lakes by the Bay Park	SU	742,500	
Larry and Penny Thompson Park	SR	822,017	
Martin Luther King Memorial Park	P		495,000
Matheson Hammock Park	SR	262,895	
Metrozoo	SR	7,702,130	
Miami Carol City Park Area	SU	2,666,070	
Miami West Park	SU	1,109,394	
Miller Pond Park	SU	792,000	
Myrtle Grove Park	P		110,850
Norwood Park	P		117,590
Perrine Park	SU	742,500	
Pool Renovations	SU		
A.D. Barnes Pool		495,000	
Cutler Ridge Pool		495,000	
Gwen Cherry Pool		495,000	
Norwood Pool		198,000	
South Dade Pool		495,000	
Tamiami Pool		495,000	
Redland Fruit and Spice Park	SR	970,200	
Rolling Oaks Park	SU	1,582,020	
Royal Colonial Park	SU	890,010	
Southern Estates Park	SU	343,827	
Southridge Park Family Aquatics Center	SU	1,880,000	
Southridge Park	SU	645,390	
Tamiami Park	SU	1,980,000	
West Kendall District Park	SU	2,623,500	
West Perrine Park	P		743,217
Sub Totals		$50,759,054	$2,859,919

Total All Projects - **$53,618,973**

Section 2. Miami-Dade County shall complete each of the projects in accordance with the terms of the grant agreement, the Ordinance, and the administrative rules authorized by the Citizens' Oversight Committee (the "Committee") to implement the Ordinance. If the total cost of a project exceeds the values allocated in the grant, then Miami-Dade County will provide any supplemental funds required to complete the project. In the event that supplemental funds

are necessary for completion of a project, as of the point in time that it is known that supplemental funds are needed, Miami-Dade County will demonstrate that such supplemental funds have been committed to the project prior to and as a condition of disbursement of further disbursement of grant funds. The requirement for Miami-Dade County to provide any supplemental funds required to complete the Project may, at the sole discretion of the committee, be modified in whole or in part by a reduction in scope of work consistent with the Ordinance.

Section 3. Miami-Dade County recognizes and directs that any beach, park, or other public facility acquired, developed, rehabilitated or restored with bond funds, including the Projects, shall be open and accessible to the public without discrimination as to race, color, gender, age, religion, belief, residence, national origin, marital status or disability.

Section 4. To the extent allowed by law, Miami-Dade County shall commit any and all funds, which may be required to operate, maintain and provide programming at each park project upon its completion.

Section 5. Budget adjustments in capital project funding for Miami-Dade County projects approved by the Board and for which funding is available is permitted subject to the following conditions: Miami-Dade County projects receiving a budget adjustment must (1) have prior approval of the Citizens' Oversight Committee; (2) be within the same type of project (for example, specific regional project to specific regional project, or per capita to per capita project); (3) be approved projects within the Series 2005 Bond funding source; and (4) be subject to agreement by the County Manager and the Citizens' Oversight Committee that the adjusted projects will be restored to their full allocation upon the availability of funding from future bond funds.

The foregoing resolution was offered by Commissioner Dr. Barbara Carey-Shuler, who moved its adoption. The motion was seconded by Commissioner Katy Sorenson and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman aye
Dennis C. Moss, Vice-Chairman aye

Bruno A. Barreiro	absent	Dr. Barbara Carey-Shuler	aye
Jose "Pepe" Diaz	aye	Carlos A. Gimenez	aye
Sally A. Heyman	aye	Barbara J. Jordan	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	absent		

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of June, 2005. This Resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04.

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

HARVEY RUVIN, CLERK

By: KAY SULLIVAN
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Diamela del Castillo

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 9(R)(1)(A)

04-05-05

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

RESOLUTION NO. R-391-05

RESOLUTION AUTHORIZING ALLOCATION OF SAFE NEIGHBORHOOD PARKS SIXTH AND FINAL SERIES FUNDING TO PUBLIC AGENCIES AND DIRECTING COUNTY MANAGER TO NEGOTIATE AND EXPEDITE EXECUTION OF RELATED GRANT AGREEMENTS

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

WHEREAS, the County deems it important, desirable, and in the public interest that the Safe Neighborhood Parks bond program continue and expand, whereas it is necessary to authorize allocation funding to specific entities for specific park projects; and

WHEREAS, the County, in cooperation with the Citizens' Oversight Committee provided for in Ordinance No. 96-115, adopted by the Board on July 16, 1996, has determined the portion of the capital improvement program for improvements to, and acquisition of, neighborhood and regional parks, beaches, natural areas, and recreation and heritage facilities to be funded; and

WHEREAS, the County intends to sell the sixth and final series of Safe Neighborhood Parks bonds in the spring of 2005, providing funding for an additional portion of the capital improvement program to be funded ,

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

Section 1. This Board allocates sixth bond series funding to the entities specified in the Citizens' Oversight Committee Report attached and for the cost of issuance up to one percent (1%) of the principal amount of the bonds.

Section 2. Interest earned on bond proceeds shall be spent in accordance with the resolution authorizing the issuance of the bonds.

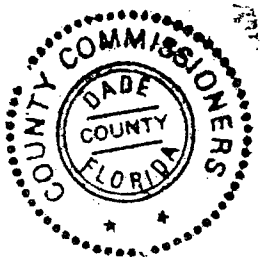
Section 3. This Board authorizes the County Manager to negotiate and expedite execution of related grant agreements following approval by the County Attorney's Office. This Board further authorizes the County Manager to exercise amendment, modification, renewal, cancellation and termination provisions of such grant agreements.

The foregoing resolution was offered by Commissioner Jose "Pepe" Diaz, who moved is adoption. The motion was seconded by Commissioner Dorrin D. Rolle, and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman aye
Dennis C. Moss, Vice-Chaiman aye

Bruno A. Barreiro	absent	Dr. Barbara Carey-Shuler	absent
Jose "Pepe" Diaz	aye	Carlos A. Gimenez	aye
Sally A. Heyman	aye	Barbara J. Jordan	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of April, 2005. This Resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04.



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

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency. MMC

Mariela Martinez-Cid

By: KAY SULLIVAN
Deputy Clerk

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18

Memorandum

MIAMI-DADE COUNTY

Agenda Item No. 8(M)(1)(A)

Date: June 7, 2005

To: Honorable Chairman Joe A. Martinez and Members
Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Resolution Authorizing Execution of a Grant Agreement with the Safe Neighborhood Parks Bond Program for 43 Series 2005 Specified/Per Capita Projects

RECOMMENDATION

It is recommended that the Board approve the attached resolution authorizing the County Manager to complete the grant process with the Safe Neighborhood Parks Bond Program, for forty-three (43) Series 2005 Specified and Per Capita projects for the Miami-Dade Park and Recreation Department. This grant is subject to all the terms and conditions of the enacted Safe Neighborhood Parks Ordinance (Ordinance No. 96-115).

BACKGROUND

On July 16, 1996, the Board enacted Ordinance No. 96-115 authorizing the issuance, subject to approval of the electorate, of $200 million in general obligation bonds for parks projects. The ordinance established a Citizen's Oversight Committee and empowered it to administer the bond program, and designated entities and projects eligible for bond funding. The bond program was approved at the November 5, 1996 special election.

On May 6, 1997, the Board appointed the Citizen's Oversight Committee. The committee solicited and reviewed applications for a sixth series funding. On April 5, 2005 the Board adopted Resolution No. R-391-05 authorizing allocation of $58,530,000 of Safe Neighborhood Parks Sixth Bond Series to specific entities for specific bond projects.

In accordance with Ordinance No. 96-115 and committee guidelines, the attached resolution authorizing agreement execution and expenditure authority must be adopted by the grantee's legislative body for the County to execute the award. The total grant amount of $53,618,973 is consistent with the County's share allocated by Resolution No. R-391-05. The funds authorized for these projects will be used to continue ongoing bond work; reimburse agencies for pre-authorized expenditures related to specific bond projects; or; provide a municipality bond funds through a subgrant agreement for a project that is specific to the municipality.

Attachments

Alex Munoz
Assistant County Manager

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MEMORANDUM
(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: June 7, 2005

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 8(M)(1)(A)

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**

2 20

Attachment 1

citizens' oversight committee safe neighborhood parks

Safe Neighborhood Parks Bond Program
Citizens' Oversight Committee

January 28, 2005

Ms. Rachel Baum, Director
Miami-Dade Finance Department
111 N. W. First Street, Suite 2510
Miami, Florida 33128

Dear Ms. Baum:

On behalf of the Safe Neighborhood Parks Citizens' Oversight Committee, pursuant to Ordinance #96-115 and the master Resolution R-1193-97 for Safe Neighborhood Parks bonds, I submit the following Report showing recommended allocations of proceeds for the sixth and final bond series.

The Oversight Committee has solicited and reviewed applications for sixth-year funding, applying the criteria set forth in Ordinance #96-115, and submits the enclosed list of park projects recommended for funding. Up to one percent (1%) of each project allocation shall be earmarked for all costs involving preparation and issuance of the bonds, in accordance with the Ordinance. Recommended allocations categorized in accordance with the Ordinance are as follows:

	Bond Ordinance	Prior Series	Sixth Series	Balance
~~*Neighborhood Parks*~~				
Per Capita Allocation				
Municipalities	$ 9,700,000	$ 9,659,703	$ 40,297	0
UMSA	10,250,000	7,361,193	2,888,807	0
Specified Allocations				
Municipalities	37,618,000	33,298,970	4,319,030	0
UMSA	50,732,000	27,607,230	23,124,770	0
Regional Parks	76,700,000	48,542,904	28,157,096	0
Challenge Grants	15,000,000	15,000,000	0	0
Total Allocations	**$200,000,000**	**$141,470,000**	**$58,530,000**	**$ 0**

If you have questions or require clarification, please contact Vernita Thomas, Director, Office of Safe Neighborhood Parks, at 305-971-5055. Thank you.

Sincerely,

Hank Adorno, Chairperson

Enclosure

Administrative Office/South Dade Government Center
10710 S.W. 211th Street, Room 109 * Miami, Florida 33189 * (305) 971-5055 Phone * (305) 971-5060 Fax

Memorandum

MIAMI-DADE COUNTY

Date: April 5, 2005

Agenda Item No. 9(R)(1)(A)

To: Honorable Chairman Joe A Martinez
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Resolution Awarding Safe Neighborhood Parks Specified/Per Capita Funds

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RECOMMENDATION

It is recommended that the Board of County Commissioners approve the attached resolution, allocating $58,530,000 in Safe Neighborhood Parks (SNP) Specified/Per Capita funds to five (5) public agencies, and authorizing me to negotiate and expedite execution of subject grant agreements.

BACKGROUND

On July 16, 1996, the Board of County Commissioners approved Ordinance No. 96-115 which authorizes issuance, subject to approval by special election, $200 million in general obligation bonds for park projects; establishes a Citizens' Oversight Committee and empowers it to administer the bond program; and designates entities and projects eligible for bond funding. At the November 5, 1996 Special Election, 67% of those voting approved the bond program.

On May 6, 1997, the Board of County Commissioners appointed the Citizens' Oversight Committee. The Oversight Committee solicited and reviewed applications for Series 2005 Funding and, in accordance with Master Bond Resolution R-1193-97, has submitted the attached report (Attachment I) recommending the allocation of $58,530,000 in bond funds to public agencies for specific park projects.

A series bond resolution authorizing a $58,530,000 bond sale will be scheduled for a future commission agenda.

Attachments

Joseph A. Ruiz, Jr., Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: April 5, 2005

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 9(R)(1)

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

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SAFE NEIGHBORHOOD PARKS BOND PROGRAM
2005 SPECIFIED/PER CAPITA BOND SALE
BY GRANTEE

GRANTEE	PARK NAME	AMOUNT OF REQUEST SPECIFIED	PER CAPITA	TOTAL AWARD
Miami-Dade	Architectural Barriers Removal ADA	714,879	0	714,879
	A.D. Barnes Park	0	236,600	236,600
	Benito Juarez Park	0	246,510	246,510
	Black Point Park	410,850	0	410,850
	Bunche Park	0	105,425	105,425
	Camp Owaissa Bauer	1,440,054	0	1,440,054
	Carol City Complex	0	550,000	550,000
	Carol City Y.E.S. Center	1,776,060	0	1,776,060
	Chapman Field Park	1,880,010	0	1,880,010
	Charles Deering Estate Outparcel	495,495	0	495,495
	Crandon Park	2,750,517	0	2,750,517
	Cutler Ridge Park	0	254,727	254,727
	Deerwood Park	792,000	0	792,000
	East Greynolds / Oleta River	544,005	0	544,005
	Greynolds Park	1,206,674	0	1,206,674
	Haulover Park	774,467	0	774,467
	Highland Oaks Park	754,380	0	754,380
	Hispanic Heritage Cultural Arts Center	749,569	0	749,569
	Homestead Air Reserve Base (HAFB) Park	1,389,831	0	1,389,831
	~~Homestead Bayfront Park~~	~~821,700~~	~~0~~	~~821,700~~
	Ives Estates Park	4,544,110	0	4,544,110
	Kendall Indian Hammocks Park	1,287,000	0	1,287,000
	Lakes by the Bay Park	742,500	0	742,500
	Larry & Penny Thompson Park	822,017	0	822,017
	Martin Luther King Memorial Park	0	495,000	495,000
	Matheson Hammock Park	262,895	0	262,895
	MetroZoo	7,702,130	0	7,702,130
	Miami Carol City (Carol City YES Center- Phase 2)	2,666,070	0	2,666,070
	Miami West Park	1,109,394	0	1,109,394
	Miller Pond Park	792,000	0	792,000
	Myrtle Grove Park	0	110,850	110,850
	Norwood Park	0	117,590	117,590
	Perrine Park	742,500	0	742,500
	Pool Renovation-A.D. Barnes Park	495,000	0	495,000
	Pool Renovation-Cutler Ridge Park	495,000	0	495,000
	Pool Renovation-Gwen Cherry Park	495,000	0	495,000
	Pool Renovation-Norwood Park	198,000	0	198,000
	Pool Renovation-South Dade Park	495,000	0	495,000
	Pool Renovation-Southridge Comm. & Aquatics Center	1,880,000	0	1,880,000
	Pool Renovation-Tamiami Park	495,000	0	495,000
	Redland Fruit & Spice Park	970,200	0	970,200

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SAFE NEIGHBORHOOD PARKS BOND PROGRAM
2005 SPECIFIED/PER CAPITA BOND SALE
BY GRANTEE

APPLICANT	PARK NAME	AMOUNT OF REQUEST SPECIFIED	AMOUNT OF REQUEST PER CAPITA	TOTAL AWARD
Miami-Dade, cont.	Rolling Oaks Park	1,582,020	0	1,582,020
	Royal Colonial Park	890,010	0	890,010
	Southern Estates Park	343,827	0	343,827
	Southridge Park	645,390	0	645,390
	Tamiami Park	1,980,000	0	1,980,000
	West Kendall District Park	2,623,500	0	2,623,500
	West Perrine Park	0	743,217	743,217
	TOTAL AWARD FOR MIAMI-DADE	50,759,054	2,859,919	53,618,973
Homestead	Angelo Mistretta Park	148,500	0	148,500
	James Archer Smith Park	247,500	0	247,500
	William F. Dickerson Senior Center	346,500	0	346,500
	Wittkop Park	198,000	0	198,000
	TOTAL AWARD FOR HOMESTEAD	940,500	0	940,500
Miami	African Square Splash Park	100,564	0	100,564
	Athalie Range Pool Renovations	164,100	0	164,100
	Athalie Range Park	57,007	0	57,007
	Curtis Park	56,148	0	56,148
	Fern Isle Park	56,187	0	56,187
	Henderson Park	31,819	0	31,819
	Juan Pablo Duarte (Allapattah) Park	125,710	0	125,710
	Lummus Park Historical & Cultural Village	268,637	0	268,637
	Lummus Park Riverside Shoreline	409,563	0	409,563
	Miami Riverwalk	418,770	0	418,770
	Mini-Parks (Furnishings @ 10 parks)	0	39,894	39,894
	Virginia Key Beach Park/Environmental Center	435,996	0	435,996
	Virginia Key Beach Park/Restoration	740,223	0	740,223
	Williams Park	95,406	0	95,406
	TOTAL AWARD FOR CITY OF MIAMI	2,960,130	39,894	3,000,024
Miami Beach	North Shore Open Space Park	28,710	0	
	TOTAL AWARD FOR CITY OF MIAMI BEACH	28,710	0	28,710
North Miami	Ben Franklin Park	346,500	0	
	TOTAL AWARD FOR CITY OF NORTH MIAMI	346,500	0	346,500
TOTAL AWARDS TO GRANTEES		55,034,894	2,899,813	57,934,707
TOTAL BOND ISSUANCE COST		566,002	29,291	595,293
TOTAL BOND SALE AMOUNT		55,600,896	2,929,104	58,530,000

8 15 25

ATTACHMENT - 3

SAFE NEIGHBORHOOD PARKS BOND PROGRAM

ADMINISTRATIVE RULES

SECTION 1. BACKGROUND

These administrative rules govern the implementation of the Safe Neighborhood Parks Ordinance No. 96-115 (the "Ordinance"). In accordance with Section 5(b)(4) of the Ordinance, the original rules were prepared and adopted by the Citizens' Oversight Committee defined in the Ordinance (the "Committee") following public workshops held throughout the County and subsequent revisions adopted by the MAAR Subcommittee.

SECTION 2. SCOPE

These administrative rules have been prepared to address those programs identified in the Ordinance as "Municipal per capita allocation and direct grants for specific projects", as more particularly defined in Section 3(a) of the Ordinance, the "Grants for Specific Regional Projects", as more particularly defined in Section 3(b) of the Ordinance, and "Challenge Grants", as more particularly defined in Section 3(c) of the Ordinance (collectively, the "Covered Projects") and Interest Earnings Grants.

SECTION 3. GENERAL

Miami-Dade County administers all programs established under the Ordinance.

Grant Recipients for Covered Projects are required to follow these administrative rules. Failure to do so may lead to disqualification.

Additional administrative rules and/or application materials may be obtained by contacting the Office of Safe Neighborhood Parks. All inquiries, correspondence and Grant Applications should be addressed to:

Citizens' Oversight Committee
Office of Safe Neighborhood Parks
Attention: Vernita G. Chandler, Director
10710 SW 211th Street, Room 109
Miami, Florida 33189-2819

SECTION 4. DEFINITIONS

The following is a list of terms and definitions that are used in these administrative rules:

"Acquisition" means the act of obtaining real property or interests and rights in real property by various legal means to serve public outdoor recreation purposes.

"Applicant" means a Public Agency or Not-for-Profit Organization, which submits an application for Safe Neighborhood Parks bond funds during an announced Application Submission Period.

"Application Submission Period" means the formally announced period of time for the submission of applications in a given Funding Cycle.

"Committee" means the Citizens' Oversight Committee that is appointed by the Dade County Board of County Commissioners to administer the Safe Neighborhood Parks capital improvement program.

"MAAR Subcommittee" means the Monitoring, Auditing & Administrative Rules Subcommittee, appointed by the Chair of the Committee to monitor the fiscal activities of the bond program and periodically review the Administrative Rules.

"GR Subcommittee" means the Grant Review Subcommittee, appointed by the Chair of the Committee to perform the initial review of grant applications for recommendation to the Committee for potential award.

"County" means Miami-Dade County, Florida.

"Development" means the act of physically improving an area, facility, resource or site to increase its ability or capacity to serve public recreation and conservation purposes.

"Fixtures, Furniture and Equipment (FF&E)" means 1) Fixtures - items that are permanently affixed to the park building or property, i.e., outdoor grills, benches, doors, bathroom stalls, A/C units etc.; 2) Furniture - indoor furnishings needed to allow proper use of a building, i.e., desks, chairs, tables, workstations, etc.; and 3) Equipment - non-consumable tangible property with a life of at least one year and be directly related to the funded project, bleachers for courts, audio/visual equipment for community rooms, computers for computer labs, portable basketball goals for gymnasiums, etc.

"Funding Cycle" means the time between the opening of an Application Submission Period and execution of a Grant Agreement by the County.

"Grant" means Safe Neighborhood Parks bond funds approved for use by an Applicant for implementation of a Project pursuant to these rules.

"Grant Agreement" means an executed contract between the County and a Grantee setting forth-mutual obligations regarding a Grant.

"Grant Application" is the process described in these rules to make a formal request for Grant funds that commences upon submission by an Applicant of a Grant Application Form and ends upon the execution of a Grant Agreement or a decision not to fund.

"Grant Application Form" means the form provided by the Office of Safe Neighborhood Parks, the submission of which commences the Grant Application process.

"Grantee or Grant Recipient" means a Public Agency or Not-for-Profit Organization receiving a Grant.

"Match" means cash available in an amount equal to that awarded from the Safe Neighborhood Parks bond program.

"Not-for-Profit Organization" means any legally incorporated not-for-profit organization created under the laws of the State of Florida (the "State") and designated as a tax exempt entity by the United States Internal Revenue Service, which has among its purposes the provision of park and recreation services, gang prevention and intervention, tree-planting, or the conservation and preservation of lands for park, natural areas, scenic, historic, or open spaces.

"Ordinance" means the Safe Neighborhood Parks Ordinance No. 96-115.

"Parks" means those areas of public land set aside for aesthetic, educational, recreational, or cultural use by the citizens of the County and the general public.

"Pre-agreement Expenses" means eligible expenses identified in Section 6(B) of these rules incurred by a Grantee for accomplishment of a Project prior to full execution of a Grant Agreement. ***Effective October 1, 1999 Pre-agreement Expenses are limited to one (1) year prior to the application date of subsequent bond sales, unless previously approved by the Committee.***

"Project" means work that is the subject of a Grant Application.

"Public Agency or Public Agencies" means an agency or agencies or administrative division or divisions of the United States government, the State of Florida, the County, or any municipality within the County.

"Soft Costs" means those costs NOT related to construction material, labor, equipment or construction sub-contractors. Soft Costs for the purpose of this Program are classified by the following three areas:

- *Project Administration* - Grant Administration, Project Management (not related to construction supervision), Indirect costs(accounting/purchasing/personnel, etc.), Imposed fees (e.g. PSA selection/B&Z processing fees)
- *Planning Services* - Master Plan development and approval, Feasibility Studies
- *Design Services* - Schematic design, Design development, Construction documents, Bidding or Negotiation, As Built Drawings

"UMSA" means Unincorporated Municipal Service Area of the County, for which the County provides municipal services.

SECTION 5. FUNDING CYCLES; GRANT APPLICATION SUBMISSION PERIODS

A Funding Cycle shall be established by the Committee on an annual basis related to the sale of bonds, provided there are Safe Neighborhood Parks bonds remaining to be sold. Each Project determined by the Committee and the Board of County Commissioners to be eligible may be funded during one or more Funding Cycles.

Each Safe Neighborhood Parks Project is funded through a Grant. Eligible Public Agencies and Not-for-Profit Organizations must apply for these Grants. Grant Agreements between

the county and approved Applicants implement the Grants.

Grant Applications shall be delivered on or before the last day of the announced Application Submission Period. The County shall publicize each Application Submission Period and other pertinent application information at least one (1) month prior to the deadline for submission of the Grant Application, unless otherwise waived by the Committee. The County may announce an additional Application Submission Period if funds remain or become available after the preceding Application Submission period is complete. Each Application Submission period shall be publicly announced in newspapers of general circulation in the County.

SECTION 6. GRANT APPLICATION

A. ***Complete Grant Application.*** An Applicant must submit a complete Grant Application in order to receive an Award. A complete Grant Application means one that meets all the requirements of the Ordinance and these rules and is supported by proper documentation. Proper documentation includes all documentation reasonably required by the Committee or the County to enable determination of Project costs and compliance with the Ordinance. Such documentation shall include:

1) Completed Application Form.

2) Completed Line Item Budget. The line item budget must be submitted with budget justifications for the **Pre-Agreement Soft Cost, Pre-Agreement Construction, Construction** and **Fixture, Furniture and Equipment** line items. The justification should provide detailed descriptions of the project elements. **Reimbursement for FF&E is contingent upon prior approval by the MAAR Subcommittee (see Section 9B-11).**

3) Letter(s) of commitment for matching funds equal to the grant request as required by the application.

4) Projected completion date for the Project.

5) Project location map.

6) For Development Projects, certification of ownership by the Public Agency or evidence of land tenure sufficient to satisfy the Committee that the project complies with the terms of the Ordinance.

7) A Public Agency shall submit a resolution, which at a minimum: (i) authorizes the execution of the Grant Agreement; (ii) commits the Public Agency to complete the Project; (iii) as applicable, commits the Public Agency to provide operating, maintenance and programming funds upon completion of the Project, to the extent allowed by law; and (iv) provides that the Grant shall not be used in substitution of other capital project funding.

8) A Not-for-Profit Organization shall submit a board resolution which at a minimum: (i) authorizes the execution of the Grant Agreement; (ii) commits the organization to complete the Project; (iii) and as applicable, commits the organization to provide operating, maintenance and programming funds upon completion of the Project.

9) An Applicant may request funding for a major Project in phases. Each phase shall constitute a distinct portion of the proposed Project. Each Applicant requesting funding for a Project in phases shall commit to completing the Project as defined in the Grant Agreement unless otherwise modified by approval of the Committee in accordance with these rules and the Ordinance.

B. ***Pre-agreement Expenses***. The incurring of Pre-agreement Expenses creates no obligation on the County to execute a Grant Agreement or otherwise satisfy those expenses. However, prior to the effective date of the Grant Agreement, a recipient may incur eligible Pre-agreement Expenses as defined in Section 4, and then after the effective date of the Grant Agreement be reimbursed for those costs, provided that:

1) The costs and activities are funded as part of the Grant award and are in compliance with the requirements of the Ordinance and these rules.

2) The Pre-agreement Expenses for Series 97, 98 and 99 were incurred after July 26, 1996 and before the effective date of the contract.

3) The Pre-agreement Expenses for all subsequent Series (after Series 99) were incurred no earlier than one (1) year prior to the application date, unless previously approved by the Committee.

SECTION 7. ELIGIBILITY REQUIREMENTS (CHALLENGE GRANTS)

In order to be eligible for award under the construction and/or development of youth recreation and service facilities the Ordinance requires that the park, recreation and open space acquisition and development occur in or serve areas which "are identified as economically and/or socially disadvantaged consistent with Federal guidelines, where at least 51 percent of residents live at or below 80 percent of the County's medium income, and which possess a documented deficiency in recreation and open space opportunities defined as the difference between area supply and demand for facilities, programs and services.

SECTION 8. ELIGIBILITY DETERMINATION

Following closure of an Application Submission Period, the Subcommittee will review each Grant Application for funding eligibility and determine the eligibility or ineligibility of each of its Grant Applications. The Committee may declare a Grant Application to be:

A. ***Ineligible.*** Declaration that a Grant Application is ineligible.

B. ***Conditionally Eligible.*** The Committee may determine that a Project is eligible for funding upon satisfaction of specified conditions. In the event that conditional approval is given, Committee staff shall verify that the conditions have been satisfied prior to disbursement of any bond funds.

C. ***Eligible.*** Declaration that a Grant Application is fully eligible.

SECTION 9. GRANT ADMINISTRATION & REIMBURSEMENT POLICY

A. As a condition of award of a Grant the County and the Grantee shall enter into a Grant

Agreement which sets forth the responsibilities and duties of each regarding administration of the approved Project and approved Grant. The Grant Agreement shall specify the Project's beginning and end dates and shall incorporate such other terms and conditions as may be required by particular circumstances.

B. Payment. Grantees are paid allocated Grant funds subject to the following conditions:

1) ***Cost of Issuance of Bonds.*** Not more than one percent (1%) of the value of each Grant award may be earmarked for all costs incidental to the preparation, issuance and administration of the Safe Neighborhood Parks bonds.

2) ***Timing.*** Project costs eligible for reimbursement shall be incurred between the effective date of, and the Project completion date identified in, the Grant Agreement with the exception of Pre-agreement Expenses.

3) ***Soft Cost Limits.*** Project Planning, Design and Administration, as defined in Section 4, are eligible Project soft costs provided that bond proceeds utilized to pay for such costs do not exceed seventeen percent (17%) of the total bond proceeds allocated to a given Project. Where a major Project is funded in phases, this cost limit may not necessarily apply to each individual Project phase, but must apply to the total allocation for the Project.

4) Grantees will use their own procurement procedures, which reflect applicable Federal, state and local laws and regulations.

5) Grantees are responsible for managing the day-to-day operations of Grant supported activities. Grantees must monitor Grant supported activities to assure compliance with the Ordinance, these rules, the Grant Agreement, and all applicable Federal, State, and local requirements.

6) Payments to the Grantee may be withheld at any time that the Grantee fails to comply with Grant award conditions. Funds withheld for failure to comply with Grant award conditions but without suspension of the Grant shall be released to the Grantee upon subsequent compliance.

7) Completion of the authorized signature form (Exhibit A).

8) In general, payment shall be made on a reimbursement basis. A Grant Recipient may, upon submission of a *Request for Advance Payment* form (Exhibit B), receive an advance payment of up to 25% of the value of the Safe Neighborhood Parks bond funds awarded for the subject Project. **All advance payments received by a Grantee shall be maintained in a separate interest bearing account and may not be co-mingled with other funds. All advances must be fully accounted for within one (1) year of the date of the approval and before subsequent reimbursement requests are paid.** The grantee will be required to close the account and submit a check to the County for the interest earned accompanied by an *Interest Earned on Advance Form (Exhibit C)*. Upon receipt of the check and supporting documentation all subsequent reimbursement requests can be paid. Checks must be made payable to Miami-Dade County Board of County Commissioners and forwarded to the Office of Safe Neighborhood Parks.

9) **Grantees must submit reimbursement requests on a quarterly basis, December 31, March 31, June 30 and September 30.** If a Grantee is unable to submit a reimbursement request by the quarterly deadline, a written justification indicating the reason for the delay and expected submission date is required to be submitted by the deadline. **Failure to comply with this requirement shall render the Grantee in non-compliance with the Administrative Rules and may result in reduction or forfeiture of payment, at the discretion of the MAAR Subcommittee.**

10) Grantees shall complete, sign, and submit to the County Reimbursement Request forms as necessary (Exhibits D through H). All Contractual Services/Direct Payment and FF&E reimbursement requests must be accompanied by supporting documentation (i.e., copies of invoices, receipts and check payments). ***Grantees are required to submit requests for reimbursement within six months or two quarters following the date in which the expense is incurred, except when pre-agreement expenses have been approved.***

11) ***Reimbursement requests for FF&E items must be approved by the MAAR Subcommittee prior to submission of the request. Written requests for FF&E approval must be accompanied by Exhibit H.***

12) **Ten percent (10%)** of the value of the Safe Neighborhood Parks bond funding for a given Project shall be retained by the County until the Project is complete, unless otherwise approved in writing by the MAAR Subcommittee. Upon completion of a Project a signed project completion certificate (Exhibit I) must be submitted with the final reimbursement request forms in order for the retainer to be released.

13) The first reimbursement request for any grant requiring a dollar-for-dollar cash match must be accompanied by documentation of the expenditure of committed match funds (i.e. copies of invoices, canceled checks, etc.).

14) Each Grantee will ensure that all contractors and consultants perform in accordance with the terms, conditions and specifications of their contracts or purchase orders.

15) Each Grantee shall maintain an accounting system, which meets generally accepted accounting principles and shall maintain all required financial records to properly account for all Safe Neighborhood Parks bond funds and any supplemental funds used for the Project. The Grantee shall at all times maintain a separate accounting of all Safe Neighborhood Parks bond funds.

16) The Grantee shall be responsible for completing the Project. If the total cost of the Project exceeds the value of the Grant, then the Grantee must provide any supplemental funds required. In the event that supplemental funds are necessary for completion of a Project, as of the point in time that it is known that supplemental funds are needed, the Grantee must demonstrate that such supplemental funds have been committed to the Project prior to and as a condition of disbursement or further disbursement of Grant funds. The requirement for a Grantee to provide supplemental funds may be modified, in part or whole, by the Committee, to the extent that it approves in writing any reduction to the Project scope of work in

accordance with the Ordinance. Approval of any reduction in scope of work is at the sole discretion of the Committee.

C. Acquisition Projects. Guidelines and requirements for administering Acquisition Project Grants are as follows:

1) ***Appraisal Required.*** Prior to acquisition of a Project site, a Grantee must obtain an appraisal or appraisals supporting the fair market value of the land to be acquired. Pursuant to State law, if the property is $500,000 or less in appraised value, one appraisal is required. If the property exceeds $500,000 in appraised value, two appraisals are required.

2) ***Amount Authorized for Payment.*** The amount of Grant funds authorized for payment for land acquisition shall in no case exceed the Grant funds available for such purpose. In the event that the negotiated acquisition price exceeds by ten percent or greater the appraised value of the land, the disbursement of Grant funds shall be conditioned upon a written justification for the purchase price and other conditions attendant to the proposed purchase, which justification is declared satisfactory by the Committee in writing. Appraisal costs are eligible Grant costs as long as the appraised property is being realistically and seriously considered for Acquisition, regardless of the outcome.

3) ***Environmental Survey.*** The Grantee may not purchase property with Grant funds until a Phase I environmental survey is completed, which demonstrates that the property is suitable for its intended general use and for the specific Project.

4) ***Signage.*** For acquisition only Projects, for six months following Acquisition, the Grantee shall post a sign, in the general design provided by the County, containing the Safe Neighborhood Parks logo, identifying the source of Project funding. The cost of such a sign is eligible for payment from the Grant.

5) ***Ownership.*** Title to land acquired with Safe Neighborhood Parks bond funds shall vest with a Public Agency. Facilities constructed/developed with Safe Neighborhood Parks bond funds shall vest with a Public Agency.

D. Development Projects. Guidelines and requirements for administering Development Project Grants are as follows:

1) ***Licensed Contractors; Contractor Bonds.*** Duly licensed or registered contractors shall perform all construction. Construction contracts for work in excess of the threshold amounts established in Section 255.20 of the Florida Statutes should contain payment and performance bonds which comply with the requirements of that Section.

2) ***Cost Elements.***

a) *Construction Equipment.* Grantees are required to use their own equipment, if available. If a Grantee's equipment is used, the maximum Grant payment shall cover operating and routine maintenance costs of such equipment; the Grant excludes any depreciation or replacement cost from payment. If an applicant's

equipment is used, a report or source document must describe the work performed, indicate the hours used and relate the use to the Project. If a Grantee does not have needed construction equipment available, then the Grantee may rent such equipment.

b) *Construction Supplies and Materials.* Supplies and materials may be purchased for a specific Project or may be drawn from a central stock, providing they are claimed at a cost no higher than that which the Applicant paid. When supplies and/or materials are purchased with the intention of constructing a piece of equipment, structure or part of a structure, the costs that are charged as supplies and materials may be capitalized according to the Applicant's normal practice or policy. If capitalized, only the cost reasonably attributable to the Project may be claimed under the Project.

c) *Personnel or Employee Services.* Services of the Applicant's employees who perform work directly related to the accomplishment of the Project are eligible costs. These costs must be computed according to the Applicant's prevailing wage or salary scales and may include fringe benefit costs, such as vacations, sick leave, FICA, MICA, health and life insurance, and workers compensation at the Applicant's established fringe benefit rate. Costs charged to the Project must be computed on the basis of actual time spent on the Project, and supported by time and attendance records describing the work performed on the Project. Overtime costs may be allowed under the Applicant's established policy, provided that the regular work time was devoted to the same Project. Salaries and wages claimed for employees working on grant-funded Projects must not exceed the Applicant's established rates for similar positions. Alternative methodologies for established wage rates must be pre-approved by the MAAR Subcommittee.

d) *Consultant Services.* The costs of consultant services necessary for the Project are eligible. The Applicant must pay consultants according to the Applicant's customary or established method and rate. No consultant fee may be paid to the Applicant's own employees.

3) ***Cost Activities.***

a) *Construction activities.* The cost of all necessary construction activities, from site preparation (including demolition, survey, excavation and other site work) to the completion of a structure is eligible for payment from the Grant.

b) *Fixtures, Furnishings and Equipment (FF&E).* The cost of fixtures, furnishings and equipment necessary to operate the facility is eligible. Consumable goods shall not be considered eligible. ***(Please refer to Section 4 for a detailed definition of FF&E).***

c) *Interpretive Signs and Aids.* The cost of signs, display boards or other interpretive aids relating to the Project, is eligible.

d) *Signage.* During the time period of Development, the Grantee shall post a sign at the Project site, in the general design provided by the County, containing the Safe Neighborhood Parks logo, identifying the source of funding for the Project. The

cost of such a sign is eligible.

e) Grantees are encouraged to use value-engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions.

4) **The following is a non-exclusive list of ineligible costs:**

a) Grant Application costs.
b) Ceremonial expenses.
c) Expenses for publicity.
d) Bonus payments of any kind.
e) Charges in excess of the lowest responsive and responsible bid or proposal in accordance with the governing rules and procedures of the Applicant, when the law requires the Applicant to utilize competitive selection.
f) Charges for deficits or overdrafts.
g) Charges incurred contrary to the policies and practices of the Applicant.
h) Interest expense.
i) Litigation expenses or judgments, except for those awards resulting from an eminent domain taking.
j) Cost of services, materials or equipment obtained under any other program.
k) Costs of discounts not taken.
l) Cost of purchasing a non-refundable option when acquiring land.

E) Budget Changes.

1) Grantees shall adjust their Project budgets to reflect actual costs and updated cost estimates and shall submit adjusted Project budgets to the Office of Safe Neighborhood Parks with the project completion certificate.

2) Budget adjustments may not exceed the 17% limitation for design, planning and program administration, nor exceed the total budget award allocation.

3) Grantees shall obtain the prior written approval of the Committee whenever budget adjustments are anticipated. The request must be in the same budget format the Grantee used in the Agreement and shall be accompanied by a narrative justification for the proposed revision. Such request for adjustment shall, if approved, amend the Grant Agreement under the Grant award. Requests for budget changes shall be considered by the Committee whenever any of the following adjustments are required:

a) For any Project involving both Acquisition and Development activities, any proposed budget transfer from Acquisition to Development or vice versa.

b) Any proposed reduction or revision of the scope or objectives of the Project (regardless of whether there is an associated budget adjustment). ***However, in the event that a Grantee has completed the approved scope of work for a park and has unexpended funds, the Grantee may request to OSNP to expend these funds in an existing or new budget line item for the park. OSNP is authorized to approve such budget changes and expenses not to***

exceed $9,999.00. (Revised 3/18/02 by MAAR sub-committee.)

c) Any change that would increase planning, design and program administration in the aggregate total.

F) Cost Overruns. During the execution of work on a Project, the Grantee may find that actual Project costs exceed the approved budget. For cost overruns that will require additional funding for the Project, or otherwise require a budget adjustment for which prior Committee approval is required pursuant to paragraph E above, the Grantee shall:

1) *Provide a justification for the additional costs;*

2) *Identify available funds for the completion of the Project; and*

3) *If necessary, request from the Committee a reduction in the Project scope consistent with the terms of the Ordinance.*

The Committee, at its discretion, may authorize in writing a reduction in the scope of the Project: (i) where reduction of the scope is consistent with the Ordinance; (ii) where the reduction is justified by the Applicant, and (iii) where the Applicant does not have sufficient funds to complete the Project with the available funds. The Committee, in its discretion, may also, under those circumstances, identify other funds available under the Ordinance for the Project.

SECTION 10. COMPLIANCE RESPONSIBILITIES

The following constitute general requirements for program compliance:

A) An annual independent audit of SNP funds must be submitted by all Grantees that expend $500,000 or more in SNP funds in a fiscal year. This audit is due to OSNP by June 1st following the fiscal year for which the audit is performed.

The audit shall examine for compliance with contract specifications, verification of project costs and the prevention of corruption and fraud. The cost of this audit may be paid from the general bond fund.

Additionally, in accordance with SNP Bond Ordinance 96-115, Section 13, the SNP Citizens' Oversight Committee may, at its sole discretion, require recipients of any grant to retain the services of an independent private sector inspector general (IPSIG) to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of it contractors. ***(Revised January 11, 2007 by MAAR Subcommittee.)***

B) Land and facilities acquired, developed, improved or rehabilitated by Grant funds shall be dedicated and maintained in perpetuity for recreational use for the benefit of the general public except where leases are in effect. All projects shall be open to the public at reasonable times and shall be managed in a safe and attractive manner appropriate for public use.

C) Grant funds for the purposes of development, improvement, rehabilitation or restoration shall be expended for these purposes only on lands owned by a Grantee or on lands for

which the Grantee holds a lease or other use agreement. Such lease or other use agreement must be for an unexpired term of 25 years. The Grant Recipient may demonstrate the eligibility of the Project to the reasonable satisfaction of the Committee, through a joint ownership, use, franchise or other agreement, evidencing that the lands and/or the Project will be utilized for the public benefit, consistent with the terms of this Ordinance, for a term of at least 25 years in duration. The lease must not be revocable at will.

D) Grantee shall maintain all financial and programmatic records, supporting documents and other records pertinent to the Grant for a period of three years from the starting date defined below. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three year period, whichever is later. When Grant support is continued or renewed at annual or other intervals, the retention period for the records of each funding period starts on the day the Grantee submits to the County its single or last expenditure report for that period. In all other cases, the retention period starts on the day the Grantee submits its final expenditure report.

E) The Committee and the County, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers or other records of the Grantee in order to make audits, examinations, excerpts and transcripts.

F) If a Grantee materially fails to comply with any term of an award, the Committee or the Office of Safe Neighborhood Parks (OSNP) may take one or more of the following actions, as appropriate in the circumstances:

1) *Temporarily withhold cash payments pending correction of the deficiency by the Grantee.*
2) *Disallow all or part of the cost of the activity or action not in compliance.*
3) *Wholly or partly suspend or terminate the current award for the Grantee's program.*
4) *Withhold further Grant awards from the Grantee.*
5) *Take other remedies that may be legally available.*

G) Any of the enforcement actions listed in paragraph F above, taken by the OSNP, which are contested and unresolved between the Grantee and the County within thirty days of such action, will result in the MAAR Subcommittee providing the Grantee with an opportunity to be heard on the issue. Said hearing will occur within sixty days of the MAAR Subcommittee receiving the Grantee's written request. The MAAR Subcommittee will recommend appropriate action to the Committee.

H) Costs of Grantee resulting from obligations incurred by the Grantee during a suspension or after termination of an award are not allowable unless OSNP expressly authorizes them in the notice of suspension or termination or subsequently authorizes them in writing. Other Grantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

1) *The costs result from obligations which were properly incurred by the Grantee before the effective date of suspension or termination, are not in anticipation of it,*

and in the case of a termination, are non-cancelable; and

2) *The costs would be allowance if the award was not suspended or if the award expired normally at the end of the funding period in which the termination takes effect.*

I) Inspections. Staff of the Committee or the County, or both, shall periodically inspect each Project to ensure compliance with these rules, the Ordinance, and the Grant agreement. Staff shall perform an inspection of the Project site to ensure compliance prior to release of the final Grant payment.

SECTION 11. SEMI-ANNUAL PROJECT STATUS REPORTS

Grantees are required to submit the Project Status Report on a semi-annual basis, in the format stipulated by OSNP. Additional reports shall be due upon request of the SNP Oversight Committee or the Office of Safe Neighborhood Parks. Reports may include:

A) Actual accomplishments of each grant.

B) Problems encountered in implementation of each grant.

C) Anticipated start and/or completion dates of each grant.

Grantees may be required to meet with the Committee to discuss any Projects.

SECTION 12. PROJECT CLOSE-OUT

A) A Grantee has up to forty-five (45) days after the expiration or termination of the Grant to submit all final documentation, including final reimbursement requests and project completion certificates.

B) The close-out of a Grant does not affect:

1) *The County's right to disallow costs and recover funds on the basis of a later audit or review.*
2) *The Grantee's obligation to return any funds due as a result of later refunds, corrections, or other transactions.*
3) *Records retention responsibilities set forth above.*
4) *Continuing responsibilities set forth in the Ordinance and these rules.*
5) *Audit rights set forth in these rules.*

C) Any amounts paid to Grantee in excess of the amount to which the Grantee is finally determined to be entitled under the terms of an award constitute a debt to the County. If not paid within a reasonable period after demand, the County may reduce the debt by:

1) *Making an administrative offset against other requests for reimbursement;*
2) *Withholding payments otherwise due to the Grantee; or*
3) *Taking other action provided by law.*

Any overdue debt of the Grantee shall accrue interest at the maximum rate allowed by law.

SECTION 13. INTERPRETATION; ADMINISTRATION

These administrative rules have been promulgated under the Ordinance. In the event there exists a conflict between these rules and the provisions of the Ordinance, the Ordinance shall prevail.

The MAAR Subcommittee shall be authorized to interpret the provisions of these administrative rules on behalf of the Committee and its interpretation of any matters governed hereby shall be final. The Committee shall be authorized to amend these administrative rules, by majority vote, in accordance with its duly adopted bylaws, subject to applicable law.

Staff to the Committee shall be authorized and required to administer the Safe Neighborhood Parks bond program consistent with the Ordinance and these administrative rules.

ATTACHMENT 4

MEMORANDUM

Amended
Not On
Alternate
Agenda Item No. 4(E)

TO: Hon. Chairperson and Members
Board of County Commissioners

DATE: July 16, 1996

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Safe Neighborhood Park Bonds

O#96-115

The accompanying alternate ordinance has been prepared and placed on the agenda at the request of the Parks Recreation and HAFB Re-Use and Redevelopment Committee. It differs from the substitute in the following material respects:

1. It names the President of the NAACP to the Nominating Committee.

2. It adds the requirement that members of the Nominating Committee must be representative of the geographic, ethnic, racial, and gender make-up of the community.

Robert A. Ginsburg
County Attorney

Not On
Supplement to
Agenda Item No. 4(E)
Substitute & 4(E) Alternate

MEMORANDUM

107.07-17A METRO-DADE/GSA-MAT MGT

TO: Honorable Chairperson and Members
Board of County Commissioners

DATE: July 16, 1996

SUBJECT: Fiscal Impact - Ordinance Authorizing $200 Million GOB for Park Improvements and Acquisition - Item 4 (E)

FROM: Armando Vidal, P.E.
County Manager

The enactment of the proposed ordinance authorizing issuance, subject to approval by special election, of $200 million in general obligation bonds to fund capital improvements and acquisition of parks and recreation facilities throughout Dade County, will result in the following additional costs to the County:

A. an average annual countywide debt service millage requirement of .127 mills for the next 26 years. In current dollars, this translates into $8.34 annually for the average homeowner over the life of the bonds (see attachment)

B. an estimated $1.1 million annual increase in countywide and a $3.41 million annual increase in unincorporated municipal service area operating costs which would be phased in over a seven to ten year period as capital improvements are completed. These additional operating costs (net of costs avoided and new revenues) reflect the additional programming and maintenance activities associated with the proposed capital projects including: staffing, utilities, supplies and equipment, facilities maintenance and administrative and supervisory costs

Proposed Safe Neighborhood Parks Bond Ordinance

Annual Cost to Average Homeowner

43

Amended
Alternate
Agenda Item No. 4(E)
7-16-96

ORDINANCE NO. 96-115

ORDINANCE AUTHORIZING ISSUANCE, SUBJECT TO APPROVAL BY SPECIAL ELECTION, OF NOT EXCEEDING $200,000,000 GENERAL OBLIGATION BONDS OF DADE COUNTY, FLORIDA FOR PURPOSE OF FINANCING CAPITAL IMPROVEMENT PROGRAM FOR CERTAIN PARKS, BEACHES, NATURAL AREAS AND RECREATION FACILITIES; ESTABLISHING A CITIZENS' OVERSIGHT COMMITTEE, INCLUDING MEMBERSHIP AND POWERS TO ADMINISTER PROGRAM; DESIGNATING ENTITIES AND PROJECTS ELIGIBLE FOR FUNDING; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND EFFECTIVE DATE.

WHEREAS, it is necessary and desirable to improve the quality of life, to benefit property values, to promote prevention of juvenile crime by providing positive recreation opportunities, and to improve the recreation facilities for youth, adult, and senior citizens in Dade County (the "County") through the improvement of neighborhood and regional parks and the development, rehabilitation, protection, restoration and acquisition of beach and natural areas within the County; and

WHEREAS, the State of Florida, the County and the municipalities within Dade County presently own and operate numerous parks and park facilities, natural areas, and heritage sites, which are in need of improvement; and

WHEREAS, the acquisition and capital improvement of State, County and municipal parks, beaches, natural areas and recreational and heritage facilities benefit the entire population of both incorporated and unincorporated Dade County; and

WHEREAS, at the same time that the Board considered this Ordinance, the Board adopted a resolution calling for a special election to be held in Dade County, Florida (the "Special Election") on Tuesday, November 5, 1996 for the purpose of submitting to the electors of the County the question of whether general obligation bonds not exceeding $200,000,000 shall be authorized for a capital improvement program for improvements to, and the acquisition of, neighborhood and regional parks, beaches, natural areas and recreational and heritage facilities; and

WHEREAS, the Board wishes to authorize the issuance of the Bonds subject to the referendum, to establish a Citizens' Oversight Committee to administer the capital improvement program, and to designate those entities and projects which will be eligible for funding;

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

Section 1. Findings. The Board finds that:

(a) The purposes described in the Whereas clauses are incorporated in the body of this Ordinance by reference. This Ordinance shall hereafter be known as the "Safe Neighborhood Parks Ordinance" and referred to herein as the "Ordinance".

(b) It is critical that neighborhood and regional parks are restored and improved throughout the County to improve the overall quality of life of our communities, provide safe places for children to play and alternatives to gangs and gang activities, increase recreation opportunities for senior citizens, and provide pleasant places for all residents to enjoy relief from congestion and urban stress.

(c) The improvement, restoration, expansion, and enhanced safety of park, open space and recreation lands and facilities will help reduce crime, increase the attractiveness of the County as a place in which to live and locate businesses, maintain sound economic conditions and a high standard of livability in the County by increasing property values, economic activity, employment opportunities and tourism throughout the County.

(d) The protection of beach, park, recreation and natural areas is vital to the quality of life in the County, providing important recreation opportunities to all residents of the County, especially children and senior citizens, and helping to protect air and water quality.

(e) The Board finds that the distribution of the funds for qualified projects must be done in a fair and organized manner.

Section 2. Definition. As used in this Ordinance, the following terms mean:

"Administrative Expenses" means all direct expenses incurred in administering the development and completion of any of the projects authorized and approved under the terms of this Ordinance. Administrative costs shall not include those administrative expenses incurred in the everyday operation of any Not-For-Profit Organization and Public Agency, which administer a project funded pursuant to this Ordinance.

"Beaches" means beaches open to use by all of the residents of the County.

"General Fund" means those funds raised, primarily through ad valorem taxes, fees and transfers, that are used to account for the general operations of the County or municipal governments and all transactions which are not accounted for in other funds or account groups.

"Natural Area" means an environmentally sensitive area usually containing a natural forest community, freshwater or coastal wetland and managed to maintain and enhance biological values.

"Not-For-Profit Organization" means any legally incorporated not-for-profit organization created under the laws of the State of Florida (the "State") and designated as a tax exempt entity by the United States Internal Revenue Service, which has among its purposes the provision of park and recreation services, gang prevention and intervention, tree-planting, or the conservation and preservation of lands for park, natural areas, scenic, historic, or open spaces.

"Parks" mean those areas of public land set aside for aesthetic, educational, recreational, or cultural use by the citizens of the County.

"Park and Recreation Department" means the Dade County Park and Recreation Department.

"Public Agency or Public Agencies" means an agency or agencies or administrative division or divisions of the United States government, the State of Florida, the County, or any municipality within the County.

"Recreation and Heritage Facilities" mean those facilities that are managed by a Public Agency or Agencies that focus their programming on cultural, historical, educational and recreational activities.

"State Park" means a park owned or operated by the Florida Department of Environmental Protection, Division of Recreation and Parks.

"Trust Account" means the separate interest bearing account into which proceeds of the Bond program, as outlined in this Ordinance, shall be deposited.

"UMSA" means Unincorporated Municipal Service area of the County, for which the County provides municipal services.

Section 3. Bonds. In accordance with the provisions of the Dade County Home Rule Charter and the general laws of the State of Florida, including Chapters 125, 159, and 166, Florida Statutes, there is authorized to be issued, subject to the approval of the electorate pursuant to the Special Election, general obligation bonds of the County, in one or more series, in an aggregate principal amount not to exceed Two Hundred Million Dollars ($200,000,000) outstanding at any one time (the "Bonds"). This ordinance also authorizes the issuance of other evidences of indebtedness in the form of anticipation notes or bonds in anticipation of the issuance

of the Bonds. The Bonds shall be payable from unlimited ad valorem taxes levied on all taxable property in the County without limit as to rate or amount, the full faith and credit of the County being pledged to the payment of principal of, redemption premium, if any, and interest on the Bonds. The Bonds shall bear interest at such rate or rates, not exceeding the maximum rate of interest permitted by law at the time of their sale, shall be stated to mature on a date or dates not exceeding forty (40) years from the date of issue, shall be subject to redemption and shall have such other terms, covenants and provisions as shall be determined by the Board by one or more subsequent ordinances or resolutions. The purpose of the Bonds shall be (i) to pay the costs of issuance of Bonds, (ii) to pay eligible administrative costs, and (iii) to finance the acquisition of and capital improvements to Parks, Beaches, Natural Areas and Recreational and Heritage facilities, in the manner set forth in this ordinance, in amounts not to exceed the following:

(a) Municipal per capita allocation and direct grants for specific projects: One hundred seven million nine hundred and fifty thousand dollars ($107,950,000) for grants to Public Agencies and Not-For-Profit Organizations for the development, improvement, rehabilitation, restoration or acquisition of real property for Parks and park safety, youth, adult and senior citizens' recreation facilities, Beaches, greenways, trails, and Natural Areas in accordance with the following schedule:

(1) Nineteen million nine hundred fifty thousand dollars ($19,950,000) for grants to all incorporated municipalities and UMSA (Unincorporated Municipal Service Area) within the County, in accordance to the following schedule:

(i.) Nine million seven hundred thousand dollars ($9,700,000) to divide on a per capita basis among the municipalities duly incorporated on the effective date of this Ordinance.

(ii.) Ten million two hundred fifty thousand dollars ($10,250,000) to UMSA as its municipal share.

(2) Direct grants for specific projects: Eighty-eight million dollars ($88,000,000) for direct grants to municipalities and UMSA, in accordance with the schedule attached as Exhibit "A" and incorporated in this Ordinance by reference.

(b) Grants for Specific Regional Projects: Seventy-seven million fifty thousand dollars ($77,050,000) to the County Park and Recreation Department for the development, improvement, restoration, rehabilitation or acquisition of real property for Regional Parks, Beaches and Biscayne Bay access, specific regional projects, Heritage Facilities, Natural Area Preserves and greenways and trails, in accordance with the schedule described in Exhibit "B".

(c) Challenge Grants: Fifteen million ($15,000,000) for challenge grants to Public Agencies and Not-For-Profit Organizations in accordance with the following schedule:

(1) Seven million dollars ($7,000,000) for challenge grants to Public Agencies and Not-For-Profit Organizations for land acquisition, construction and development of youth recreation and service facilities.

(2) Eight million dollars ($8,000,000) for challenge grants to Public Agencies and Not-For-Profit Organizations for natural areas, recreation and open space land acquisition and development.

Section 4. Administration.

(a) The Citizens' Oversight Committee. A Citizens' Oversight Committee ("Committee") will be formed to oversee the disbursement of the proceeds from the sale of the Bonds. The Committee will have thirteen (13) members; one residing in each of Dade County's thirteen commission districts. Members of the Committee shall be residents of Dade County who possess outstanding reputations for civic pride, integrity, responsibility and business or professional ability and experience or interest in the fields of recreation, conservation of natural resources or land use planning. The Committee and the Nominating Committee, as defined below, will be comprised of members who are representative of the geographic, ethnic, racial and gender make-up of the County.

(1) Selection. Members of the Committee shall be nominated and appointed in the manner set forth in this subsection. The Board of County Commissioners of Dade County, Florida shall appoint a nominating committee (the "Nominating Committee") comprised of twenty-three (23) members as follows:

(i) Six (6) representatives of the State, County or municipal government, which shall include the following persons or their designees: the State Attorney for the Eleventh Judicial Circuit, the Superintendent of the Dade County School Board, the Dade County Manager, and the Executive Director of the Dade League of Cities;

(ii) Twelve (12) representatives of civic, not-for-profit organizations, which shall include the following persons or their designees: Chairman of the United Way, President of Tropical Audubon Society, President of Citizens for a Better South Florida, Director of the Urban League, Director of Alliance for Aging, President of the Jewish Federation, President of the Children's Services Council, President of the Cuban National Planning Council; President of CAMACOL, President of the Miami-Dade Branch NAACP; President of Baptist Ministers Council of Greater Miami and Vicinity; and the Executive Vice President of the Rabbinical Association of Greater Miami;

(iii) Five (5) representatives of civic, not-for-profit organizations dedicated to promoting and conserving the environmental or recreational resources of this

community, which shall include the following persons or their designees: President of the Florida Recreation and Park Association, President of the Land Trust of Dade County, and President of the Sierra Club.

The Nominating Committee shall submit a slate of four (4) candidates from each Commission District to the Board of Dade County Commissioners for selection. The Board must select from the slate submitted by the Nominating Committee; however, the Board may request additional nominations.

(2) Term. The Committee members shall serve two year terms, and may be reappointed. The terms shall be staggered, with the representatives of the evenly-numbered districts scheduled for replacement or reappointment after the first year. Members of the Committee shall not be compensated for their services.

(3) Powers and duties. The Committee shall have the following powers and duties:

(i) to oversee the deposit and disbursement of the Bond proceeds in accordance with the terms of this Ordinance;

(ii) to issue solicitations for all grants, to evaluate, disqualify, and rank challenge grant proposals, and to recommend the award of grants in accordance with the terms of this Ordinance;

(iii) to identify funding to reimburse the County for the reasonable costs of providing staff to the Committee, in the process of the oversight and grant management of this Ordinance, which funding may include amounts available under this Bond program if the costs of staffing are related to individual projects authorized by this Ordinance;

(iv) to promulgate rules consistent with this Ordinance for the conduct of its meetings and the discharge of its responsibilities;

(v) to perform such other functions as are set forth for the Committee in this Ordinance.

(4) Deposit of Bond Proceeds. All proceeds of the sale of the Bonds shall be delivered to the Director of the Finance Department of Metropolitan Dade County who shall deposit those proceeds in the Trust Account, not to be commingled with other funds of the County, to be disbursed solely for the purposes set forth in this Ordinance. Dade County, itself or through independent auditors, shall have the right at all times to audit the books and records of the Committee.

(5) Staff. The County Manager and the County Attorney shall provide to the

Committee adequate staff and support services to enable the Committee to carry out its duties and responsibilities.

Section 5. Grant Proposals.

(a) Any adjustments to the amount available from the Bond proceeds which are required to be made to satisfy the costs of providing staff or other services to administer the Bonds shall be made to the amounts available under this Bond program, not to exceed one (1%) percent.

(b) The following provisions of this Section 5(b) shall apply to all grants to be awarded pursuant to this Ordinance:

(1) Individual applications for grants or per capita allocations pursuant to Section 3 shall be submitted to the Committee for approval as to conformity with the requirements of this Ordinance and for Committee review and recommendation. The application shall be accompanied by an authorizing resolution from the governing body of the applicant Public Agency that the project (or projects) for which the grant or allocation is sought is an important park and recreation project (or projects) which will benefit all residents of Dade County and that operating, management and programming funds are included in budget.

(2) Not more than seventeen percent (17%) of monies awarded under any grant may be utilized for project planning, design and administration.

(3) The interest earned on proceeds of the Bonds which have been sold but not allocated shall be used for acquisition of park, open space and natural areas to meet the future needs of the growing population of Dade County. Requests for use of these interest funds may be made to the Committee by Public Agencies and Not-For-Profit Organizations, with all title vesting in a Public Agency.

(4) After approval of this Ordinance by special election, administrative rules governing the implementation of the Ordinance shall be prepared by the County Manager. Such rules shall include a timeline for the grant programs identified in Section 3 of this Ordinance, criteria and procedures for evaluating such grants, notification of affected Public Agencies and Not-For-Profit Organizations of the proposed criteria and procedures and of the dates of public workshops to be held throughout the County for the purpose of receiving public input on the proposed criteria and procedures. After at least one public workshop for each of the grant programs referenced in Section 3, the Committee shall adopt final criteria and procedures for evaluating grants for each program, and shall notify affected Public Agencies and Not-For-Profit Organizations as to the application timeline, criteria and procedures for evaluating challenge grants for each program. Grants shall be

awarded by the Board of County Commissioners upon recommendation of the Committee in accordance with this Ordinance and the rules adopted in accordance with this provision.

(5) A Public Agency may enter into an agreement with one or more Not-For-Profit Organizations for the purpose of carrying out a grant pursuant to this Ordinance, subject to the requirements of Section 9.

(6) Each Public Agency shall make every effort to employ local residents, and particularly youth, from the area in which proposed projects are located.

(7) Each Public Agency shall make every effort to work with Not-for-profit Organizations with a demonstrated history of youth employment and training, gang prevention and intervention, and environmental preservation and land conservation.

(8) Funds that are granted pursuant to Section 3 for the purposes of development, improvement, rehabilitation or restoration shall be expended for these purposes only on lands owned or leased by a Public Agency. Funds may also be utilized for projects on lands for which the Public Agency holds a lease or other use agreement for an unexpired minimum term of 25 years.

(9) In projects where funds are allocated pursuant to Section 3 for park and facility development, every effort shall be made to use non-invasive, drought-resistant, or xeriscape landscape material, water-conserving irrigation systems and energy-efficient fixtures, except when such use can be shown to be unfeasible. When projects involve the rehabilitation of existing irrigation systems or the creation of new irrigation systems, reclaimed water should be used whenever possible and priority shall be given to development of reclaimed water irrigation systems.

(10) The minimum amount that an applicant may request for any individual project is ten thousand dollars ($10,000). Any agency may allocate all or a portion of its per capita share to a regional or state project or another neighboring city, and all agencies shall be encouraged to form partnerships to leverage other available funds with the Dade County School Board, other Public Agencies, and Not-For-Profit Organizations for park and recreation purposes.

(11) Funds made available for approved projects from grants shall be expended or encumbered by the recipient within three years of the date when such funds are first made available unless an extension is authorized pursuant to the express terms of this Ordinance. Any such grant funds that are not expended or encumbered by the recipient within such period, shall be made available for award for one or more

of the classes of expenditures specified in Section 3 that the Committee deems to be of the highest priority.

i. Upon deposit into the Trust Account, the original recipient of the funds shall have no further claim to the funds.

ii. Trust Account funds shall be made available pursuant to the programs outlined in Section 3, and shall be prioritized for heavily used parks and recreation facilities in underserved areas of the County or municipalities. When funds are to be used for the acquisition of property, priority shall be given to acquiring land for park, recreation or natural areas purposes in densely populated, underserved areas with documented deficiencies in park, recreation or open space opportunities.

(12) The scope of each per capita project, shall remain as defined in the application for Bond funds and this Ordinance. If there are required modifications to the scope of the specific project, the recipient may alter the scope of the specific project, as defined by the administrative rules. The modifications shall be subject to approval by the Committee. The full amount allocated for a specific project as detailed within the application and this Ordinance shall be used for the designated project and not transferred to another project.

(13) If Bond proceeds have not been expended or encumbered within the periods allowed, the recipient agencies may submit to the Committee for review and approval in its discretion a plan for expenditure or encumbrance of the funds in accordance with the purposes of this Ordinance within the municipality or area of the County in which the funds were originally authorized to be expended.

(c) Challenge Grants. In addition to those provisions contained in Section 5 (b) above, the following provisions shall apply to challenge grants to be awarded pursuant to Section 3 (c) of this Ordinance.

(1) The funds authorized in Section 3 (c) shall be available as grants on a challenge basis to Public Agencies and Not-for-profit Organizations.

(2) An extension not to exceed two (2) years beyond the three-year time limit for expenditure or encumbrance of grant funds may be authorized by the Committee for reasonable cause.

(3) These grants shall be limited for acquisition of lands for public use, and improvements or development to publicly owned lands and facilities.

(4) Pursuant to Section 3 (c) (1), an amount not to exceed seven million dollars ($7,000,000), shall be dedicated to park, recreation and open space acquisition and

development in areas which: (i) are identified as economically and/or socially disadvantaged consistent with Federal guidelines, where at least 51 percent of residents live at or below 80 percent of the County's median income, and (ii) which possess a documented deficiency in recreation and open space opportunities defined as the difference between area supply and area demand for facilities, programs and services.

(5) In the evaluation of grant applications pursuant to Section 3(c)(1), priority shall be given first to correct vestiges of past discrimination and second to those which meet one or more of the following criteria: (i) joint application by a Public Agency and a Not-For-Profit Organization whose primary focus is working with youth; (ii) application by a Not-For-Profit Organization with a demonstrated history of gang intervention, gang prevention, ability to work with at-risk youth, and prior experience in such activities through grants from Public Agencies; (iii) application by Not-For-Profit Organization which agrees to and can demonstrate the ability to operate and maintain the facility to be constructed or developed on a long-term basis; (iv) application by a Not-For-Profit Organization with experience in park and open space acquisition and preservation.

(d) Grants for Specific County and Municipal Projects. In addition to those provisions contained in Section 5(b) above, the following provisions shall apply to the grants for specific County and municipal projects to be awarded pursuant to Sections 3 (a)(2) and 3 (b) of this Ordinance.

(1) These grants shall be limited for acquisition of lands for public use, and improvements or development to publicly owned lands and facilities for the purposes set forth in Sections 3 (a) (2) and 3 (b) of this Ordinance.

(2) An extension not to exceed two (2) years beyond the three-year time limit for expenditure or encumbrance of grant funds may be authorized by the Committee for reasonable cause.

Section 6. Disbursement of Funds.

(a) No funds authorized under Section 3 may be disbursed to any recipient unless the recipient agrees:

(1) That grants for all programs in Section 3 shall be made available at least once every twelve (12) months with public notice from the County.

(2) To maintain and operate in perpetuity the property acquired, developed, improved, rehabilitated or restored with the funds, except where leases are in effect. The recipient or its successors in interest in the property may transfer the responsibility to maintain and operate the property to another

Public Agency or another Not-For-Profit Organization in accordance with this Section. The recipient agency must provide adequate programming for any new facilities constructed with proceeds of the Bonds.

(3) To use the property only for the purposes of this Ordinance and to make no other use, sale, or disposition of the property, except as provided in subdivision (b) of this Section.

(4) Any beach, park or other public facility acquired, developed, rehabilitated or restored with funds from this act shall be open and accessible to the public without discrimination as to race, color, gender, age, religious belief, residence, national origin, marital status, or disability.

(5) In order to maintain the exclusion from gross income for federal income tax purposes of the interest on any bonds, notes or other evidences of indebtedness issued for purposes of this Ordinance, each recipient of funds pursuant to this Ordinance covenants to comply with each applicable requirement of Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended. Each recipient of funds shall agree in writing to the conditions specified in paragraphs (2), (3), and (4) of this Section.

The conditions specified in paragraphs (2), (3), (4) and (5) of this Section shall not prevent the transfer of property acquired, developed, improved, rehabilitated or restored with funds authorized pursuant to Section 3 of this Ordinance from the recipient to any other Public Agency, to a Not-For-Profit Organization authorized to acquire, develop, improve or restore Public real property for park, wildlife, recreation, open space or gang prevention and intervention purposes, to the State of Florida or to the National Park Service, provided that any such successor to the recipient assumes the obligations imposed by such conditions.

(b) Any changes in use of any property acquired through grants pursuant to this Ordinance must be maintained in perpetuity for public park and recreation purposes. If the use of the property acquired through grants pursuant to this Ordinance is changed to one other than a use permitted under the category from which the funds were provided, or the property is sold or otherwise disposed of, an amount equal to the (1) amount of the grant, (2) the fair market value of the real property, or (3) the proceeds from the portion of such property acquired, developed, improved, rehabilitated or restored with the grant, whichever is greater, shall be used by the recipient, subject to subdivision (a) of this Section, for a purpose authorized in that category or shall be reimbursed to the Trust Account and be available for appropriation only for a use authorized in that category.

If the property sold or otherwise disposed of is less than the entire interest in the property originally acquired, developed, improved, rehabilitated or restored with the grant, an amount

equal to the proceeds or the fair market value of the property interest sold or otherwise disposed of, whichever is greater, shall be used by the grantee, subject to subdivision (a) of this Section, for a purpose authorized in that category or shall be reimbursed to the general fund and be available for appropriation only for a use authorized in that category. Nothing in this Section 6 shall limit a Public Agency from transferring property acquired pursuant to this Ordinance to the National Park Service or the State Park System, with or without consideration.

(c) Awards pursuant to this Ordinance shall first be available during the fiscal year in which Bond proceeds are initially available.

Section 7. Property Acquisition.

(a) All real property acquired pursuant to this Ordinance shall be acquired in compliance with Dade County Administrative Order 8-4 and Florida Statute 125.355, and all other applicable laws. Funds disbursed to a Public Agency other than the County in accordance with Section 3 shall be expended by that agency pursuant to an Interlocal agreement with Metro-Dade County.

(b) For the purposes of this Ordinance, acquisition may include gifts, purchases, leases, easements, the exercise of eminent domain, the transfer or exchange of property of like value, transfers of development rights or credits, and purchases of development rights and other interests.

(c) All grants, gifts, devises, or bequests to any of the qualified Public Agencies of this Ordinance, conditional or unconditional, for park, conservation, recreational, wildlife habitat, natural lands or other purposes for which real property may be acquired or developed pursuant to this Ordinance, shall be made in the name of the agency and accepted and received on behalf of the agency pursuant to the applicable Administrative Order of the County. The grants, gifts, devises or bequests shall be available for expenditure for the purposes specified in Section 3 hereof.

Section 8. Public Access and Community Involvement.

(a) Reasonable public access to lands and facilities funded by this Ordinance shall not be denied, except where that access may interfere with resource protection.

(b) All funds allocated pursuant to this Ordinance for projects involving the rehabilitation or restoration of beach, park, recreation, open space or natural lands shall be used to the maximum extent practical to employ residents from the surrounding community in which the particular rehabilitation or restoration project is being carried out.

(c) To the maximum extent feasible, Public Agencies and Not-For-Profit Organizations shall be encouraged and have authority to use funds received pursuant to this

Ordinance to provide funding through agreements with community organizations, particularly when youth can be employed to work on restoration or rehabilitation projects being carried out in their own communities. Such agreements shall be entered into solely for the accomplishment of the purposes set forth by this Ordinance.

Section 9. Environmental Review.

(a) Prior to recommending the acquisition of lands that are located on or near tidelands, submerged lands, swamp, or other wetlands, whether or not those lands have been granted in trust to a local Public Agency, any agency receiving funds pursuant to this Ordinance shall submit to the Dade County Department of Environmental Resources Management (DERM) any proposal for the acquisition of those lands pursuant to this measure. DERM may, at its discretion, within ninety (90) days of such a submission, review the proposed acquisition, make a determination as to the State's existing or potential interest in the lands, and report its findings to the entity making the submittal and to the County Manager.

(b) No wetlands or riparian habitat acquired pursuant to Section 3 shall be used as a dredge spoil area or shall be subject to revetment which damages the quality of the habitat for which the property was acquired.

(c) No provision of this Ordinance shall be construed as authorizing the condemnation of publicly-owned lands.

Section 10. Bond Capital.

(a) Pursuant to subdivision (e) of Section 5506.9 of the Public Resources Code, no proceeds from any Bonds, notes or other evidences of indebtedness issued by Dade County shall be used for any operations, maintenance or servicing purposes, except that such proceeds may be used to pay all costs incidental to the preparation and issuance of the Bonds.

(b) The amounts of all allocations designated in Section 3 are gross amounts, and shall be reduced not more than one percent (1%) for the costs of the overall administrative expenses of the Bond.

Section 11. Maintenance of Effort.

It is the intent of this Ordinance to produce a net benefit to the residents of Dade County. No substitution in capital project funding by the County and/or municipalities shall occur as a result of projects specifically funded by this bond issue.

Section 12. Sale of Bonds.

The Bonds may be issued either all at one time or in part from time to time as the Board of

County Commissioners may in its discretion determine by subsequent ordinance or resolution. The sale of such Bonds shall not be combined with the sale of any other bonds of the County.

Section 13. Independent Audit.

There shall be an annual independent audit of all proceeds of the Bonds. This audit shall examine all proceeds on hand and unexpended. The expense of the audit shall be paid from the general bond fund. All Bond recipients shall cooperate fully with the program's auditors.

The Committee shall have the right, in its sole discretion, to require recipients of any grant to retain the services of an independent private sector inspector general (IPSIG) to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the recipient and its contractor. Said audit shall include compliance with contract specifications and project costs, as well as the prevention of corruption and fraud. Grant agreements shall include an acknowledgment by the recipient that the Committee has the right to utilize an IPSIG.

Section 14. 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 15. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Metropolitan 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 16. This Ordinance does not contain a sunset provision.

Section 17. This Ordinance shall become effective ten (10) days following the date of its enactment.

Section 18. In addition to any other remedies provided by law to any person or entity, the remedies provided in the Citizens Bill of Rights shall be available for violations of this Ordinance.

PASSED AND ADOPTED: JUL 1 6 1996

Approved by County Attorney as
to form and legal sufficiency. RAC

Prepared by:

Exhibit "A"

A. Four hundred thousand dollars ($400,000) to the City of Coral Gables in accordance with the following schedule:

i. Three hundred thousand dollars ($300,000) for the development and renovation of Phillips Park.

ii. Fifty thousand dollars ($50,000) for Nat Winokur Park for the installation of new playground system.

iii. Fifty thousand dollars ($50,000) for Salvador Park for the renovation of playground system and picnic pavilion.

B. Forty-eight thousand dollars ($48,000) to the City of Florida City for Loren Roberts Park to develop a baseball and a softball field.

C. Five million dollars ($5,000,000) to the City of Hialeah in accordance with the following schedule:

i. Two million six hundred thousand dollars ($2,600,000) for McDonald Park for new lake contours, enhanced recreation areas, building renovations, fencing, lighting and other improvements.

ii. One million four hundred thousand dollars ($1,400,000) for Dent Park for the construction of the Dent Park gymnasium.

iii. Six hundred thousand dollars ($600,000) for the development of a neighborhood park located at West 32-36 Avenue connector Road (Hialeah and Hialeah Gardens Blvd.) and 79 Street.

iv. Two hundred and fifty thousand ($250,000) for renovations and improvements at Cotson Park and Reid Pool Park, to include improved athletic fields, renovation of ballfield building and security lighting.

v. One hundred and fifty thousand ($150,000), divided equally between Babcock Park and Milander Park for installation of new playgrounds/totlots to comply with the American with Disabilities Act (ADA) requirements.

D. One million five hundred thousand dollars ($1,500,000) to the City of Homestead in accordance with the following schedule:

i.One million dollars ($1,000,000) to implement the first phase of the development of the Homestead Equestrian Center and to be used to leverage additional funds for the completion of the Center.

ii.Five hundred thousand dollars ($500,000) for Roby George Park for the development of the Phichol Williams Community Center.

E. Five hundred thousand dollars ($500,000) to the Village of Key Biscayne for the development of Village Green Park.

F. Eighteen million dollars ($18,000,000) to the City of Miami in accordance with the following schedule:

i.One million eight hundred thousand dollars ($1,800,000) for the restoration of the historically designated Virrick Gym, to be used by persons with disabilities for adaptive sailing and other community youth-related activities.

ii.One million dollars ($1,000,000) to complete a beach erosion control program on Virginia Key Beach and enhancements to the island dune systems.

iii.Eight hundred thousand dollars ($800,000) for the development of a new recreation/senior trust building and site improvements at Maceo Park.

iv.Eight hundred thousand ($800,000) for the improvements and renovations to the recreation building, swimming pool, and ballfields, courts and playgrounds at Gibson Park.

v.Eight hundred thousand dollars ($800,000) for acquisition and renovations at Jose Marti Park.

vi.Eight hundred thousand dollars ($800,000) for improvements and renovations to Hadley Park.

vii.Seven hundred thousand dollars ($700,000) for renovations and improvements to the youth center and swimming pool at Virrick Park.

viii. Seven hundred thousand dollars ($700,000) for improvements to the recreation building and renovations to the basketball/tennis court and baseball/softball fields and improvements to Douglas Park.

ix. Six hundred fifty thousand dollars ($650,000) for recreation building

improvements, new and renovated basketball courts and baseball/softball fields, and swimming pool renovations for Shenandoah Park.

x.Five hundred thousand dollars ($500,000) for the design and construction of the Virginia Key Environmental Education Center.

xi.Five hundred thousand dollars ($500,000) to be used as local matching funds for the renovation and adaptive reuse of two historic structures, the Wagner Homestead and the Ft. Dallas Barracks for Lummus Park.

xii.Five hundred thousand dollars ($500,000) for shoreline improvements, seating and plazas for Lummus Park.

xiii.Five hundred thousand dollars ($500,000) to be used as a local match for other grants to extend the Miami Riverwalk.

xiv.Five hundred thousand dollars ($500,000) for shoreline stabilization, building renovation and new tennis court and roller hockey facility enhancement at Peacock/Myers Park.

xv.Five hundred thousand dollars ($500,000) for shoreline stabilization, swimming pool facility renovation, tennis center renovation, and lighting at Morningside Park.

xvi. Four hundred fifty thousand dollars ($450,000) for improvements to the recreation center for Persons with Disabilities Programs, renovations to ballfields, and new playground and improvements at Kinloch Park.

xvi. Four hundred fifty thousand dollars ($450,000) for renovations and improvements to Williams Park.

xvii.Four hundred twenty-five thousand dollars ($425,000) for renovations and improvements at Athalie Range Park.

xviii.Three hundred fifty thousand dollars ($350,000) for improvements and renovations at Robert King High Park.

xix.Three hundred fifty thousand dollars ($350,000) for recreation building renovations and swimming pool facility renovations at Curtis Park.

xx.Three hundred fifty thousand dollars ($350,000) for building

renovations and exercise course at Roberto Clemente Park.

xxi. Three hundred fifty thousand dollars ($350,000) for renovations to building, ballfield and swimming pool facility and new playground and volleyball courts at West End Park.

xxii. Three hundred thousand dollars ($300,000) for shoreline stabilization, new playground, exercise course, volleyball court and lighting at Pace Park.

xxiii. Three hundred thousand dollars ($300,000) for improvements to the tennis center/restroom building, new tennis court and lighting upgrade for Kirk Munroe Park.

xxiv. Three hundred thousand dollars ($300,000) for building and ballfield renovations, playground expansion and security lighting upgrade for Allapattah Comstock Park.

xxv. Four hundred thousand dollars ($400,000) for recreation building and ballfield renovations, new playground and new sports lighting at Fern Isle Park.

xxvi. Three hundred twenty-five thousand dollars ($300,000) for expansion, renovation and improvements at Buena Vista Park.

xxvii. Two hundred thousand dollars ($200,000) for repair and renovation of Manuel Artime Center Theater, to improve handicapped accessibility, and exterior security lighting.

xxviii. One hundred fifty thousand dollars ($150,000) for renovations and improvements to recreation building, ballfields and new sports lighting at Moore Park.

xxix. One hundred fifty thousand dollars ($150,000) for renovations and improvements to recreation building, ballfields, playground and lighting at Grapeland Park.

xxx. One hundred fifty thousand dollars ($150,000) for building and court renovations, new fencing, playground and improvements at Belafonte-Tacolcy Center.

xxxi. One hundred fifty thousand dollars ($150,000) for recreation and parking improvements, playground expansion, fencing and sports lighting

at Reeves Park.

xxxii.One hundred fifty thousand dollars ($150,000) for shoreline stabilization and site building improvements, including exercise course at Legion Park.

xxxii.The hundred fifty thousand dollars ($150,000) for building renovation, fencing and lighting for Simpson Park.

xxxiii.One hundred fifty thousand dollars ($150,000) for improvements and renovations at Dorsey Park.

xxxiv.One hundred twenty-five thousand dollars ($125,000) for renovations, improvements and shoreline enhancements to Kennedy Park.

xxxv.One hundred twenty-five thousand ($125,000) for building and ballfield renovations and new playground and fencing at Coral Gate Park.

xxxvi.One hundred thousand dollars ($100,000) for softball field and basketball court renovations, new playgrounds and volleyball court at Southside Park.

xxxvii.One hundred thousand dollars ($100,000) for building and court renovations, playground and lighting for Bryan Park.

xxxviii.One hundred and twenty thousand dollars ($125,000) for amphitheater renovations, playing field improvements and new tot lot for African Square Park.

xl.One hundred thousand dollars ($100,000) for court and ballfield renovations, new fencing, lighting and playground at Armbrister Park.

xli.One hundred thousand dollars ($100,000) for new restroom facility, fencing, playground expansion, security/sport lighting and irrigation at Henderson Park.

xlii.One hundred thousand dollars ($100,000) for park expansion and improvements and ballfield construction at Lemon City Park.

xliii.One hundred thousand dollars ($100,000) for park expansion and site improvement at Maximo Gomez Park (Domino Park).

xliv.One hundred thousand dollars ($100,000) for new playground, lighting

and renovations of courts, ballfields and restrooms at Riverside Park.

xlv.One hundred thousand dollars ($100,000) for renovations and site improvements, including walkways and nature trails at Alice Wainwright Park.

xlvi.One hundred thousand dollars ($100,000) for baywalk lighting at Bayfront Park.

xlviii. One hundred thousand dollars ($100,000) for building renovations, new playground, court renovations and lighting upgrade at Bryan park.

xlvix. One hundred thousand dollars ($100,000) for new fencing, playground and volleyball court and renovation of restrooms, parking lot improvements and improved lighting at Sewell Park.

G. Six million three hundred seventy-five thousand dollars ($6,375,000) to the City of Miami Beach in accordance with the following schedule:

i.Three million dollars ($3,000,000) for beach and boardwalk renovation and restoration.

ii.Two million one hundred fifty thousand dollars ($2,150,000) for renovation of North Shore Open Space Park.

iii.One million dollars ($1,000,000) for swimming pool renovation at municipal parks.

iv.Two hundred twenty-five thousand dollars ($225,000) for rehabilitation of the Police Athletic League (P.A.L.) Juvenile Center at Flamingo Park.

H. Five hundred thousand dollars ($500,000) to the City of Miami Springs in accordance with the following schedule:

i.Four hundred fifty-seven thousand dollars ($457,000) for municipal pool renovation at the Municipal Recreation Center.

ii.Forty-three thousand dollars ($43,000) for Prince Field renovations.

I. One million dollars ($1,000,000) to the City of North Miami for the development of the North Miami Community Center.

J. Two million eight hundred fifty thousand dollars ($2,850,000) to the City of North Miami

Beach in accordance with the following schedule:

i.One million eight hundred fifty thousand dollars ($1,850,000) for the acquisition and development of the 167th Street Athletic Field.

ii.One million dollars ($1,000,000) for the development of the North Miami Beach Youth Enrichment Services (Y.E.S.) Center at Government Center.

K. One hundred seventy thousand dollars ($170,000) to the City of Opa Locka for the development of Segal Park.

L. Three hundred thousand dollars ($300,000) to the City of South Miami for the development of the Murray Park Recreation Center.

M. Five hundred thousand dollars ($500,000) to the City of Sweetwater for the expansion and/or development of Antonio Maceo Park.

N. One hundred twenty-five thousand dollars ($125,000) to the City of West Miami for the renovation and development of the recreation center and Cooper Park.

O. Fifty million seven hundred thirty-two thousand dollars ($50,732,000) to Dade County UMSA, in accordance with the following schedule:

i.Four million dollars ($4,000,000) for local park expansion at the following parks:

a.One million five hundred thousand dollars ($1,500,000) for Carol City Community.

b.One million five hundred thousand dollars ($1,500,000) at Gwen Cherry Park.

c.One million dollars ($1,000,000) for Cutler Ridge Neighborhood.

ii.Five million dollars ($5,000,000) to Dade County UMSA for park pool development, including the acquisition of a family aquatic center for approximately two million dollars ($2,000,000), and the renovation and upgrade of aquatic facilities for approximately five hundred thousand dollars ($500,000), each at Norwood, Gwen Cherry, Cutler Ridge, South Dade, A.D. Barnes, and Tamiami Parks.

iii.Forty one million seven hundred thirty thousand dollars ($41,732,000) to

Dade County UMSA for local park development in accordance with the following schedule:

a.Five hundred thousand dollars ($500,000) for neighborhood park development at Brentwood Park.

b.One million eight hundred thousand dollars ($1,800,000) to complete park development, including a small community center and lighted athletic fields, at Rolling Oaks Park.

c.One million dollars ($1,000,000) to continue park development, including addition to existing recreation building and walkways along Oleta River at Highland Oaks Park.

d.Seven hundred fifty thousand ($750,000) for park development, including recreation building, at Lakes by the Bay Park.

e.Eight hundred thousand dollars ($800,000) for park development including recreation building, at Deerwood Park.

f.Two million dollars ($2,000,000) to complete park development with community football/soccer stadium, recreation center, playground and athletic fields at Southridge Park.

g.One million five hundred thousand dollars ($1,500,000) to continue park development, including community building, completion of softball complex and restroom/concession/storage building, at Kendall Indian Hammocks Park.

h.Five hundred thousand dollars ($500,000) to continue park development with lighted soccer fields, tot lot and picnic shelter at Southern Estates Park.

i.Eight hundred thousand dollars ($800,000) to continue park development, including recreation building, at Millers Pond Park.

j.Nine million dollars ($9,000,000) for park and recreation land acquisition in West Kendall Area, with phase I district park development to include lighted ballfields, soccer fields, restroom/concession building and maintenance facility, for West Kendall Park.

k.Six hundred seventy-five thousand dollars ($675,000) to continue park development to include lighted soccer and multipurpose fields at Westwind Lakes Park.

l.Six hundred seventy-five thousand dollars ($675,000) to continue park development to include multipurpose athletic fields, tennis courts, multipurpose courts, tot lot and picnic shelter at Country Lake Park.

m.Eight hundred thousand dollars ($800,000) to continue park development to include lighted soccer fields, multipurpose courts, restroom/storage/concession building at Country Village Park.

n.Two million six hundred eighty two thousand dollars ($2,682,000) for park development to include picnic shelters, walkway and jogging paths, recreation/fitness center and courts at Miami West Park.

o. One million dollars ($1,000,000) for further park development to include community center at The Women's Park.

The following park projects promote juvenile crime prevention:

p.Three million dollars ($3,000,000) to develop large recreation center in the Miami Carol City Park area.

q.Seven hundred fifty thousand dollars ($750,000) to develop park to include multipurpose courts, athletic fields and upgrade of existing recreation center at Perrine Park.

r.One million dollars ($1,000,000) to complete recreation building and upgrade other park facilities at Goulds Park.

s.Four million dollars ($4,000,000) for phase I development to include athletic fields, trails and picnicking areas at HAFB Recreation Area.

t.One million dollars ($1,000,000) to initiate development of new community park at Royal Colonial Park.

u.Four million five hundred thousand dollars ($4,500,000) to replace stadium field house, provide a baseball complex, upgrade equestrian center, electrical utilities and irrigation at Tropical Park.

v.Two million dollars ($2,000,000) to continue park development, including soccer fields and recreation center expansion, at Tamiami Park.

w.One million dollars ($1,000,000) for further park development to include recreation building, additional parking, landscaping and lighting of existing ballfield at Ruben Dario Park.

Exhibit "B"

1. Nineteen million nine hundred thousand dollars ($19,900,000) to the County Park and Recreation Department for the development, improvement, restoration, rehabilitation or acquisition of real property for beaches and Biscayne Bay access, in accordance with the following schedule:

A. Three million dollars ($3,000,000) for beach restoration and dune renourishment, to be used as the local match for Federal and State of Florida funds in projects south of the County line to Government Cut.

B. Five hundred thousand dollars ($500,000) for development, including canal improvements, northside restroom building and picnic area upgrades to Black Point Park.

C. Two million dollars ($2,000,000) to initiate master plan development, including picnic shelters, fishing and canoe launch area at Chapman Field Park.

D. Six million dollars ($6,000,000) for restoration and upgrade, including garden areas, cabanas, picnic areas, restrooms, dockmaster's building, and park traffic circulation features at Crandon Park.

E. Four million dollars ($4,000,000) for upgrading restroom and lifeguard facilities, beach side picnic shelters, fishing pier reconstruction, lighting and parking improvements at Haulover Park.

F. One million dollars ($1,000,000) to renovate and upgrade atoll pool and picnic areas at Homestead Bayfront Park.

G. Two million dollars ($2,000,000) to renovate and upgrade the atoll pool, roadways and picnic areas at Matheson Hammock Park.

H. One million four hundred thousand dollars ($1,400,000) for continued historic preservation, development of interpretive trails and bay shore access at Charles Deering Estate.

2. Fifty-seven million four-hundred fifty thousand dollars ($57,450,000) to the County Park and Recreation Department for the development, improvement, restoration, rehabilitation or acquisition of real property for regional parks, regional recreation or heritage facilities and natural area preserves, in accordance with the following schedule:

A. One million five hundred thousand dollars ($1,500,000) to provide ADA compliance at existing regional county park facilities.

B. Four million dollars ($4,000,000) for the restoration of park and recreation natural areas and preserves to a maintenance level.

C. One million dollars ($1,000,000) for the complete facility development, including a new music hall, additional landscaping and access control for the African Heritage Cultural Arts Center.

D. Two million dollars ($2,000,000) for development of lighted soccer fields and multipurpose ballfields, sand volleyball courts for public recreation to serve northeast Dade and intramural for FIU Bay Vista Campus.

E. Three hundred thousand dollars ($300,000) to upgrade facility for the Dade County Auditorium to meet fire code provisions and provide general renovation.

F. One million five hundred thousand dollars ($1,500,000) to continue renovation and upgrading of gardens, orchards, arbors and buildings for Redland Fruit & Spice Park.

G. One million dollars ($1,000,000) to renovate and upgrade pool, shelter, light shuffleboard courts, install basketball court, tot lot, sand volleyball pit, recreation building, and for camping utility hookups at Larry & Penny Thompson Park.

H. Twelve million dollars ($12,000,000) toward completion of the second lobe, "The Latin American Experience," at Metrozoo, in accordance with approved plans, to be implemented by the Dade County Park and Recreation Department in consultation with the Zoological Society of Florida.

I. Two hundred fifty thousand dollars ($250,000) to initiate design and development for South Dade Cultural Arts Facility.

J. Four million dollars ($4,000,000) for continued development of an education complex at Fairchild Tropical Garden, including new construction and bringing existing structures up to ADA and County building code requirements in accordance with approved Fairchild Tropical Garden master plan to be implemented by its Board of Trustees in partnership with the County Park and Recreation Department.

K. Four million dollars ($4,000,000) for natural areas and for in-holding acquisition at the existing parks:

a. Two million dollars ($2,000,000) for Charles Deering Estates Outparcels.

b. Six hundred thousand dollars ($600,000) for East Greynolds/Oleta River

corridor.

c.Five hundred thousand dollars ($500,000) for Camp Owaissa Bauer addition.

d.Five hundred thousand dollars ($500,000) for PLANT additions.

e.Four hundred thousand dollars ($400,000) for Redland Fruit & Spice Park outparcels.

L. Three million dollars ($3,000,000) to renovate and repair youth camp grounds, install irrigation, rehabilitate entry feature, install picnic shelters, and complete engineering on swimming hole restoration at Greynolds Park.

M. Eight hundred thousand dollars ($800,000) for the initial acquisition, design and development of an Hispanic Heritage Cultural Arts Facility.

N. Four million dollars ($4,000,000) for the acquisition, planning, design and development of the former Parrot Jungle property, if made available for acquisition, to be implemented by the County Park and Recreation Department or the County Park and Recreation Department in joint partnership with the Village of Pinecrest pursuant to interlocal agreement.

O. One million eight-hundred thousand dollars ($1,800,000) for the implementation of the adopted South Dade Greenways Plan.

P. Two million dollars ($2,000,000) for the expansion and development of a watersports center at the historic Virrick Gym site, with special emphasis on serving disabled persons.

The following park projects promote juvenile crime prevention:

Q. Six million dollars ($6,000,000) for further park development with soccer fields, softball complex, a large recreation center and swimming beach at Amelia Earhart Park.

R. Three million dollars ($3,000,000) to initiate regional park development, including youth and adult athletic facilities at Ives Estates Park.

S. Two million dollars ($2,000,000) to renovate and upgrade group cabins and lodge kitchen and swimming pool for youth groups at Camp Owaissa Bauer Park.

T. Three million dollars ($3,000,000) for development of a Youth Education and Sports Facility in the Carol City Area.

SAFE NEIGHBORHOOD PARKS BONDS

TO IMPROVE NEIGHBORHOOD AND REGIONAL PARKS, RESTORE AND ACQUIRE RECREATIONAL AREAS, BEACHES AND NATURAL LANDS – ALL WITH THE INTENTION TO PROMOTE NEIGHBORHOOD SAFETY, REDUCE JUVENILE CRIME AND IMPROVE QUALITY OF LIFE, SHALL DADE COUNTY BE AUTHORIZED TO ISSUE GENERAL OBLIGATION BONDS IN PRINCIPAL AMOUNT NOT EXCEEDING $200,000,000, WHICH WILL BEAR INTEREST NOT EXCEEDING MAXIMUM LEGAL RATE AS DETERMINED AT TIME OF SALE, PAYABLE FROM UNLIMITED AD VALOREM TAXES, SUBJECT TO AN ANNUAL INDEPENDENT AUDIT?

YES / /

NO / /

ATTACHMENT 5

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(M)(1)(B)
07-10-07

RESOLUTION NO. R-809-07

RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE TOWN OF CUTLER BAY FOR THE CONVEYANCE OF BEL AIRE, CUTLER RIDGE, FRANJO, LINCOLN CITY PARK #2, SAGA BAY, SAGA LAKE, WHISPERING PINES PARK, AND SAGA BAY HOMEOWNER ASSOCIATION PARCELS AND AUTHORIZING THE EXECUTION OF COUNTY DEEDS FOR THE SAME TO THE TOWN OF CUTLER BAY

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

WHEREAS, Miami-Dade County and the Town of Cutler Bay desire to enter into an Interlocal agreement to govern the conditions by which various parks that formerly were part of the Unincorporated Municipal Service Area can be transferred to the Town,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Interlocal Agreement between Miami-Dade County and the Town of Cutler Bay in substantially the form attached hereto and made part thereof; and the execution of a County deed for the parks named above, and authorizes the County Mayor or His designee to execute same for and on behalf of Miami-Dade County, after approval by the County Attorney's Office.

The foregoing resolution was offered by Commissioner Jose "Pepe" Diaz, who moved its adoption. The motion was seconded by Commissioner Carlos A. Gimenez and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman aye
Barbara J. Jordan, Vice-Chairwoman aye

Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	absent
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 10th day of July, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: KAY SULLIVAN
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. MR

Monica Rizo

Memorandum

MIAMI-DADE COUNTY

Date: July 10, 2007

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

Agenda Item No. 8(M)(1)(B)

From: George M. Burgess
County Manager

Subject: Resolution Authorizing Interlocal Agreement with the Town of Cutler Bay for the Conveyance of Seven County Parks

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Recommendation

It is recommended that the Board of County Commissioners approve the attached Resolution authorizing the County Mayor or his designee to execute an Interlocal Agreement with the Town of Cutler Bay (Town) for the conveyance of Bel Aire, Saga Lake, Saga Bay, Whispering Pines, Lincoln City, Franjo and former Saga Bay Homeowner Association parcels (the "Parks") to the Town, and the execution of County deeds for the parks.

Scope

The transfer of the parks will impact the Town which is located in Miami-Dade County Commission District 8.

Fiscal Impact/Funding Source

The transfer of the parks to the Town will not have a fiscal impact on the Park & Recreation Department (Department). The current year budget assumes the transfer of the parks and programs to the Town.

Track Record/Monitor

Upon execution of the interlocal agreement, the Department will process the park deeds in order to transfer to the Town.

Background

On November 8, 2005, a majority of the voters of Cutler Bay approved a charter for the Town, and the Town Council took office on February 2, 2006. These parks were identified and approved for conveyance in the Master Interlocal Agreement authorized by the Board of County Commissioners at its July 18, 2006 meeting. The County has determined that the conveyance of these local parks to the Town is in the best interest of the County. The conveyance of these parks is consistent with County policy, which transfers local parks to newly incorporated municipalities. On January 8, 2007, the Town and the Park & Recreation Department entered into a permit agreement allowing the Town to operate and maintain the parks listed until the transfer is complete.

The attached Interlocal Agreement provides the immediate conveyance of Bel Aire Park, Saga Lake Park, Saga Bay Park, Whispering Pines Mini-Park, Lincoln City Park, Franjo Park, and former Saga Bay Homeowner Association parcels (the "Parks") to the Town. Within 30 days of execution of the

agreement, the County shall provide the Town with a copy of all permits, plans, and any other available documents pertaining to the County's operation of the Parks. The Town is required to maintain the parks as public parks and open to all Miami-Dade County residents in perpetuity. The attached County Deeds will convey the parks subject to stipulations contained therein. Article VI of the Home Rule Charter continues to apply to these parks. This agreement was approved by the Town at its Council meeting of May 21, 2007.

As a separate agenda item, an agreement has been prepared for Board consideration to transfer Quality Neighborhood Improvement Program funding for capital and renovation projects previously planned for these parks.

Alex Muñoz
Assistant County Manager

cmo14107

MEMORANDUM

(Revised)

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

DATE: July 10, 2007

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

SUBJECT: Agenda Item No. 8(M)(1)(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

INTERLOCAL AGREEMENT
BETWEEN
MIAMI-DADE COUNTY AND
TOWN OF CUTLER BAY

This is an Interlocal Agreement between Miami-Dade County, a political subdivision of the State of Florida (the "COUNTY") and the Town of Cutler Bay, a municipal corporation of the State of Florida (the "TOWN"), entered into this _____ day of _____, 200_ (the "Agreement").

WITNESSETH

WHEREAS, a Charter for the TOWN was approved by a majority of the voters of the TOWN at the election held on November 8, 2005, and the TOWN Council took office on February 2, 2006; and

WHEREAS, the COUNTY owns, operates and maintains local parks within its municipal boundaries, namely, Bel Aire Park, Saga Lake Park, Saga Bay Park, Whispering Pines Mini-Park, Lincoln City Park #2, Cutler Ridge Park, Franjo Park and former Saga Bay Homeowner Association parcels (the "Parks"); and

WHEREAS, it is in the best interest of the COUNTY and the TOWN to provide recreational facilities and opportunities to residents of the TOWN and the COUNTY.

WHEREAS, the COUNTY wishes to convey and the TOWN wishes to receive the Parks; and

NOW, THEREFORE, IN CONSIDERATION OF THE FOLLOWING MUTUAL COVENANTS THE COUNTY AND THE TOWN AGREE AS FOLLOWS:

1. <u>Recitals</u>

The above recitals are true and correct and incorporated herein by reference.

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2. **Operation of Parks**

a. The TOWN has taken over day to day operation, including but not limited to, maintenance, programming, operation and staffing of the Parks from the County on _____, 200_ ("Operation Date'). The TOWN will continue to operate the Parks under a permit to conduct business until the Conveyance Date.

b. In an effort to maintain continuous operation of existing recreational programs, COUNTY, upon obtaining permission from each program participant, will provide the TOWN on or before the Operation Date, a comprehensive listing of information for all program participants to include contact name, address, phone number, account status and program affiliation. This list will include all participants from fiscal year 2005-2006 and all current program participants and their personal contact information.

c. The COUNTY shall not remove any personal property, fixtures or equipment from the Parks prior to the Conveyance Date, but shall make all such personal property, fixtures, equipment available for the TOWN's use until the Conveyance Date as specified in the applicable permit.

3. **Transfer of Parks**

a. The COUNTY shall convey the parks to the TOWN and shall execute and deliver to the TOWN the attached COUNTY Deeds, incorporated herein as Exhibits 1-8.

b. Property and facilities are conveyed in an as-is condition, and subject to all easements, agreements, and restrictions, evidence of such to be provided prior to conveyance. Prior to conveyance, the COUNTY will inspect the premises with the TOWN and correct any mutually determined deficiencies and/or safety hazards identified pursuant to the inspection and inform the TOWN of any ongoing safety and/or environmental issues, which the COUNTY will make every reasonable effort to correct in a timely manner.

c. Within 30 days of the execution of this Agreement, the COUNTY shall provide the TOWN with a list and a copy of all agreements for services that the COUNTY may have with any third party vendors or organizations providing services at the Parks. Except as otherwise, provided herein, upon direction from the TOWN Manager, the County Manager or his/her designee shall be authorized to either terminate the third party agreements prior to the Conveyance Date of the Parks or, if requested by the TOWN Manager execute an assignment of any such agreements to the TOWN provided that such

termination or execution does not penalize or prejudice the COUNTY in any way.

d. Within 30 days of the execution of this Agreement, the COUNTY shall provide the TOWN with a copy of all permits, plans, and any and all other available documents pertaining to the COUNTY'S operation of the Parks, including, but not limited to, budgets and scopes of services for all Safe Neighborhood Parks Bond funds, Quality Neighborhood Improvements Program Bond funds and Building better Communities Bond fund programs currently in place for all parks identified herein.

e. Within 30 days of the execution of this Agreement, the COUNTY shall take all steps necessary to transfer and/or assign to the TOWN any warranties or guarantees the COUNTY may have for the Parks, personal property, fixtures or other park improvements or equipment.

The Town Manager and the Director of the Miami-Dade Park and Recreation Department shall mutually agree to the date of the execution and transfer of the conveyance documents for each park to be transferred to the Town which shall be no later than 30 days after a request for the same by the TOWN and the County Manager is hereby authorized to execute the necessary conveyance documents as appropriate.

4. <u>Restrictions Related to the Town's Use of the Property</u>

As a condition to the acceptance of the Property, the TOWN agrees that:

a. The Parks shall be used in perpetuity as public parks and all improvements shall be open to all Miami-Dade County residents.

b. The TOWN shall not discriminate against unincorporated residents in program registration, pricing or other policies as they relate to the use of the Parks.

c. Article 6 of the Miami-Dade County Home Rule Charter shall apply to all parks and, in addition, Section 25B-27(b) of the Safe Neighborhood Park Ordinance shall apply to Cutler Ridge Park (Exhibit 9).

d. Should the TOWN violate any of the restrictions listed in Sections 3.a through 3.c, the COUNTY shall provide the TOWN with written notice of the alleged violations including the statement "The COUNTY will exercise its reversionary interest in the property if the violation is not cured." Within 45 days of receipt of the notice, the TOWN shall cure the violation. If the violation is of a type that cannot be cured within this time period, the TOWN shall notify the COUNTY in writing specifying the reason and the additional time required to cure the violation. However, in no event shall the time to cure

exceed 90 days, unless such time period is extended by action of the County Commission. Failure of the TOWN to cure the violation within the specified time period shall result in the Property automatically reverting to the COUNTY without any entitlement or recourse against the County for payment of any improvements whatsoever made to, on or for any of the properties

5. **Further Conditions of Conveyance**

a. By accepting this conveyance, the TOWN agrees that it will make every good faith effort to develop, operate and maintain the Parks in a manner that provides appropriate active and passive recreational opportunities to park users consistent with normal and customary park and recreation policies.

b. The Parks will be operated and maintained in a manner generally equal to or better than Miami-Dade County Park and Recreation Department standards.

c. With respect to the balance of Safe Neighborhood Park Bond funds contracted by and between the Miami-Dade County Parks and Recreation Department and the County's Office of Safe Neighborhood Parks for improvements to Cutler Ridge Park, the TOWN will agree to utilize these funds within Cutler Ridge Park in accordance with the provisions of the Safe Neighborhood Parks Ordinance. This funding will be transferred to the TOWN subject to a separate agreement.

d. With respect to the balance of Miami-Dade County's Quality Neighborhood Improvement Program Bond funds for Cutler Ridge Park, the TOWN will agree to utilize the Quality Neighborhood Improvement Program Bond funds designated for Cutler Ridge Park in accordance with the provisions of the Quality Neighborhood Improvement Program, subject to a separate agreement with the County.

e. The TOWN will make every effort to develop the parks in general accordance with all plans and permits that the COUNTY has obtained prior to the effective date of this agreement, provided however that the TOWN may, at its sole discretion, change the plans, develop, or redevelop any of the Parks, provided that the TOWN first holds a public hearing. Any amendments to the current plans and permits are to be made in a manner that provides substantially the same active and passive recreational opportunities to adults and children living within the Service Area of each park.

6. **Indemnification**

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a. Prior to the date of execution of this Agreement, the COUNTY shall provide the TOWN with any known claims, litigation or other proceedings that may be pending regarding the COUNTY's operation of the Parks.

b. Prior to the Conveyance Date, the COUNTY The County does hereby agree to indemnify and hold the TOWN harmless to the extent and within the limitations of Section 768.28 Fla. Stat., subject to the provisions of that Statute whereby the County shall not be held liable to pay a person injury or property damage claim or judgment by nay one person which exceeds the sum of $100,000, or any claim or judgments of portions thereof, which, when totaled with all other occurrences, exceeds the sum of $200,000, from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the County. However, nothing herein shall be deemed to indemnify the TOWN from any liability or claim arising out of the negligent performance or failure of performance of the TOWN or any unrelated third party.

c. After the Conveyance Date, the TOWN 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 Contract by the TOWN or its employees, agents, servants, partners principals or subcontractors. The TOWN shall pay all claims and losses in connections 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. The TOWN expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the TOWN 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.

7. **Notices**

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, or by hand delivery, or by overnight delivery to the addresses as follow (or any other address that the party to be notified may have designated to the sender by like notice):

County:	Miami-Dade County Manager 111 N.W. First Street, Suite 2910 Miami, Florida 33128
Copied to:	County Attorney, Miami-Dade County 111 N.W. First Street, Suite 2810 Miami, Florida 33128
and	Director, Miami-Dade County Parks and Recreation Department 275 NW 2nd Street, 5th Floor Miami, Florida 33128
Town:	Town Manager Town of Cutler Bay 10720 Caribbean Blvd., Ste. 105 Cutler Bay, Florida 33189
Copied to:	Town Attorney c/o Mitch Bierman Weiss Serota Helfman Pastoriza Cole & Boniske 2525 Ponce de Leon Avenue, Suite 700, Coral Gables, Florida 33134

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8. **Entire Agreement**

The TOWN and the COUNTY agree that this is the entire Agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. This Agreement cannot be modified or amended without the express written consent of the parties. Accordingly, no modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9. **Amendments**

This Agreement may be modified only by an agreement in writing signed and sealed by the TOWN Mayor and the County Manager of Miami-Dade County.

10. **Severability**

If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

11. **Assignment**

Neither this Agreement nor any term or provision hereof or right hereunder shall be assignable by any parties, and any attempt to make such assignment shall be void.

12. **Governing Law**

This Agreement shall be construed in accordance with the laws of the State of Florida, and any proceedings arising in any matter pertaining to this Agreement shall, to the extent permitted by law, be held in Miami-Dade County, Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf as of the date first above written.

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Town Attorney

TOWN OF CUTLER BAY,
a municipal corporation of the State of Florida

By: _____
Town Mayor

MIAMI-DADE COUNTY
a political subdivision of the State of Florida

By its Board of County
Commissioners:

By: _____
County Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:
By: _____
County Attorney

ATTEST:
By: _____
Clerk

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EXHIBIT 1

Instrument prepared under the direction of
Thomas Goldstein, Assistant County Attorney:
111 N.W. 1 Street, 28th Floor
Miami, Florida 33128-1907

Folio No. 36-6008-000-0013
36-6008-011-0460
36-6008-003-0010

COUNTY DEED

THIS DEED, made this day of 2006, A.D. by **MIAMI-DADE COUNTY, FLORIDA,** a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1 Street Suite 2460, Miami, Florida 33128-1963, and the **TOWN OF CUTLER BAY,** party of the second part, whose address is 10720 Caribbean Boulevard, Cutler Bay, Florida 33189..

WITNESSETH:

That the said party of the first part, for no consideration and in accordance with Florida Statute 197.592(3) has granted, bargained, and conveyed as is, **Cutler Ridge Park** to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida:

Folio Numbers 36-6008-000-0013, 36-6008-011-0460, 36-6008-003-0010

Tract "A" of Cutler Ridge Section 1, as recorded in Plat Book 59, Page 69
And
The W 4/5th of the W ½ of the NW ¼ of the NW ¼ of NE ¼ of Section 8,
And
Tract "A" of Bel Aire Section 6, as recorded in Plat Book 84, Page 18

The TOWN shall: a) maintain the property in perpetuity as a public park, b) agree to govern itself, in regards to the subject property, in accordance with Article 6 of the County Charter, c) allow all unincorporated residents equal access and use of the park and not discriminate in program registration, pricing and other policies.

The TOWN agrees that it will make every good faith effort to develop, operate and maintain the Park in a manner that provides appropriate active and passive recreational opportunities to park users consistent with normal and customary park and recreation policies.

Upon failure of the TOWN to abide by any of the restrictions listed in (a) through (c), the County shall provide the TOWN with written notice of the alleged violations including a statement the "The County will exercise its reversionary interest in the property if the violation is not cured." Within 45 days of receipt of the notice, the TOWN shall cure the violation. If the violation is of a type that cannot be cured within this time period, the TOWN shall notify the County in writing specifying the reason and the additional time required to cure the violation. However, in no event shall the time to cure exceed 90 days, unless such time period is extended by action of the County Commission. Failure of the TOWN to comply with all of the terms of this paragraph, after thirty days written notice, shall cause the title to automatically revert to Miami-Dade County.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

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

By: _____
Mayor

Approved for legal sufficiency: _____

The foregoing was authorized and approved by Resolution No. R-_____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2006.

Instrument prepared under the direction of
Thomas Goldstein, Assistant County Attorney:
111 N.W. 1 Street, 28th Floor
Miami, Florida 33128-1907

Folio No. 36-6009-000-0020
36-6009-002-0420

COUNTY DEED

THIS DEED, made this day of 2006, A.D. by **MIAMI-DADE COUNTY, FLORIDA**, a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1 Street Suite 2460, Miami, Florida 33128-1963, and the **TOWN OF CUTLER BAY,** party of the second part, whose address is 10720 Caribbean Boulevard, Cutler Bay, Florida 33189..

WITNESSETH:

That the said party of the first part, for no consideration and in accordance with Florida Statute 197.592(3) has granted, bargained, and conveyed as is, **Franjo Park** to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida:

Legal Description:

Beginning 648 Feet East & 500 Feet Southeast Of the Northwest Corner
of the Northeast Quarter of Section 9, Township 56 South, Range 40 East,
Then proceed Northeast 544.5 Feet, then Southeast 400 Feet, then Southwest 544.5 Feet,
then Northwest 400 Feet to the Point of Beginning
and
Lot 23 Block 6 of Tenalla Ocean Farms Subdivision, as recorded in Plat Book 8, Page 124

The TOWN shall: a) maintain the property in perpetuity as a public park, b) agree to govern itself, in regards to the subject property, in accordance with Article 6 of the County Charter, c) allow all unincorporated residents equal access and use of the park and not discriminate in program registration, pricing and other policies.

The TOWN agrees that it will make every good faith effort to develop, operate and maintain the Park in a manner that provides appropriate active and passive recreational opportunities to park users consistent with normal and customary park and recreation policies.

Upon failure of the TOWN to abide by any of the restrictions listed in (a) through (c), the County shall provide the TOWN with written notice of the alleged violations including the statement "The County will exercise its reversionary interest in the property if the violation is not cured." Within 45 days of receipt of the notice, the TOWN shall cure the violation. If the violation is of a type that cannot be cured within this time period, the TOWN shall notify the County in writing specifying the reason and the additional time required to cure the violation. However, in no event shall the time to cure exceed 90 days, unless such time period is extended by action of the County Commission. Failure of the TOWN to comply with all of the terms of this paragraph shall cause the title to automatically revert to Miami-Dade County without any entitlement or recourse against the County for payment of any improvements whatsoever made to, on, or for any of the properties.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

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

By: _____
Mayor

Approved for legal sufficiency: _____

The foregoing was authorized and approved by Resolution No. R-_____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2006.

Instrument prepared under the direction of
Thomas Goldstein, Assistant County Attorney:
111 N.W. 1 Street, 28th Floor
Miami, Florida 33128-1907

Folio No. 36-6008-005-0700

COUNTY DEED

THIS DEED, made this day of 2006, A.D. by **MIAMI-DADE COUNTY, FLORIDA,** a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1 Street Suite 2460, Miami, Florida 33128-1963, and the **TOWN OF CUTLER BAY,** party of the second part, whose address is 10720 Caribbean Boulevard, Cutler Bay, Florida 33189..

***WITNESSETH*:**

That the said party of the first part, for no consideration and in accordance with Florida Statute 197.592(3) has granted, bargained, and conveyed as is, **Lincoln City Park No. 2** to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida:

Legal Description:

Area marked Park in the Subdivision, Lincoln City Section G, in Plat Book 48 Page 75 in Section 8, Township 56 South, Range 40 East

The TOWN shall: a) maintain the property in perpetuity as a public park, b) agree to govern itself, in regards to the subject property, in accordance with Article 6 of the County Charter, c) allow all unincorporated residents equal access and use of the park and not discriminate in program registration, pricing and other policies.

The TOWN agrees that it will make every good faith effort to develop, operate and maintain the Park in a manner that provides appropriate active and passive recreational opportunities to park users consistent with normal and customary park and recreation policies.

Upon failure of the TOWN to abide by any of the restrictions listed in (a) through (c), the County shall provide the TOWN with written notice of the alleged violations including the statement "The County will exercise its reversionary interest in the property if the violation is not cured." Within 45 days of receipt of the notice, the TOWN shall cure the violation. If the violation is of a type that cannot be cured within this time period, the TOWN shall notify the County in writing specifying the reason and the additional time required to cure the violation. However, in no event shall the time to cure exceed 90 days, unless such time period is extended by action of the County Commission. Failure of the TOWN to comply with all of the terms of this paragraph shall cause the title to automatically revert to Miami-Dade County without any entitlement or recourse against the County for payment of any improvements whatsoever made to, on, or for any of the properties.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

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

By: _____
Mayor

Approved for legal sufficiency: _____

The foregoing was authorized and approved by Resolution No. R-_____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2006.

Instrument prepared under the direction of
Thomas Goldstein, Assistant County Attorney:
111 N.W. 1 Street, 28th Floor
Miami, Florida 33128-1907

Folio No. 36-6010-010-1020

COUNTY DEED

THIS DEED, made this day of 2006, A.D. by **MIAMI-DADE COUNTY, FLORIDA,** a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1 Street Suite 2460, Miami, Florida 33128-1963, and the **TOWN OF CUTLER BAY,** party of the second part, whose address is 10720 Caribbean Boulevard, Cutler Bay, Florida 33189..

WITNESSETH:

That the said party of the first part, for no consideration and in accordance with Florida Statute 197.592(3) has granted, bargained, and conveyed as is, **Saga Bay Park** to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida:

Legal Description:

Tract 'Q' of the Subdivision, Saga Bay Section 1 Part 7 in PB 100 Page 14

The TOWN shall: a) maintain the property in perpetuity as a public park, b) agree to govern itself, in regards to the subject property, in accordance with Article 6 of the County Charter, c) allow all unincorporated residents equal access and use of the park and not discriminate in program registration, pricing and other policies.

The TOWN agrees that it will make every good faith effort to develop, operate and maintain the Park in a manner that provides appropriate active and passive recreational opportunities to park users consistent with normal and customary park and recreation policies.

Upon failure of the TOWN to abide by any of the restrictions listed in (a) through (c), the County shall provide the TOWN with written notice of the alleged violations including the statement "The County will exercise its reversionary interest in the property if the violation is not cured." Within 45 days of receipt of the notice, the TOWN shall cure the violation. If the violation is of a type that cannot be cured within this time period, the TOWN shall notify the County in writing specifying the reason and the additional time required to cure the violation. However, in no event shall the time to cure exceed 90 days, unless such time period is extended by action of the County Commission. Failure of the TOWN to comply with all of the terms of this paragraph shall cause the title to automatically revert to Miami-Dade County without any entitlement or recourse against the County for payment of any improvements whatsoever made to, on, or for any of the properties.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

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

By: _____
Mayor

Approved for legal sufficiency: _____

The foregoing was authorized and approved by Resolution No. R-_____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2006.

Instrument prepared under the direction of
Thomas Goldstein, Assistant County Attorney:
111 N.W. 1 Street, 28th Floor
Miami, Florida 33128-1907

Folio No. 36-6010-007-0810

COUNTY DEED

THIS DEED, made this day of 2006, A.D. by **MIAMI-DADE COUNTY, FLORIDA**, a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1 Street Suite 2460, Miami, Florida 33128-1963, and the **TOWN OF CUTLER BAY,** party of the second part, whose address is 10720 Caribbean Boulevard, Cutler Bay, Florida 33189..

***WITNESSETH*:**

That the said party of the first part, for no consideration and in accordance with Florida Statute 197.592(3) has granted, bargained, and conveyed as is, **Saga Lake Park** to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida:

Legal Description:

Tract 'N' of the Subdivision, Saga Bay Section 1 Part 6 in PB 99 Page 37

The TOWN shall: a) maintain the property in perpetuity as a public park, b) agree to govern itself, in regards to the subject property, in accordance with Article 6 of the County Charter, c) allow all unincorporated residents equal access and use of the park and not discriminate in program registration, pricing and other policies.

The TOWN agrees that it will make every good faith effort to develop, operate and maintain the Park in a manner that provides appropriate active and passive recreational opportunities to park users consistent with normal and customary park and recreation policies.

Upon failure of the TOWN to abide by any of the restrictions listed in (a) through (c), the County shall provide the TOWN with written notice of the alleged violations including the statement "The County will exercise its reversionary interest in the property if the violation is not cured." Within 45 days of receipt of the notice, the TOWN shall cure the violation. If the violation is of a type that cannot be cured within this time period, the TOWN shall notify the County in writing specifying the reason and the additional time required to cure the violation. However, in no event shall the time to cure exceed 90 days, unless such time period is extended by action of the County Commission. Failure of the TOWN to comply with all of the terms of this paragraph shall cause the title to automatically revert to Miami-Dade County without any entitlement or recourse against the County for payment of any improvements whatsoever made to, on, or for any of the properties.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

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

By: _____
Mayor

Approved for legal sufficiency: _____

The foregoing was authorized and approved by Resolution No. R-_____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2006.

Instrument prepared under the direction of
Thomas Goldstein, Assistant County Attorney:
111 N.W. 1 Street, 28th Floor
Miami, Florida 33128-1907

Folio No. 36-6004-007-2860

COUNTY DEED

THIS DEED, made this day of 2006, A.D. by **MIAMI-DADE COUNTY, FLORIDA**, a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1 Street Suite 2460, Miami, Florida 33128-1963, and the **TOWN OF CUTLER BAY,** party of the second part, whose address is 10720 Caribbean Boulevard, Cutler Bay, Florida 33189..

WITNESSETH:

That the said party of the first part, for no consideration and in accordance with Florida Statute 197.592(3) has granted, bargained, and conveyed as is, **Whispering Pines Mini-Park** to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida:

Legal Description:

Tract G of the Subdivision Whispering Pines Estates Section 2 in Plat Book 65, Page 71

The TOWN shall: a) maintain the property in perpetuity as a public park, b) agree to govern itself, in regards to the subject property, in accordance with Article 6 of the County Charter, c) allow all unincorporated residents equal access and use of the park and not discriminate in program registration, pricing and other policies.

The TOWN agrees that it will make every good faith effort to develop, operate and maintain the Park in a manner that provides appropriate active and passive recreational opportunities to park users consistent with normal and customary park and recreation policies.

Upon failure of the TOWN to abide by any of the restrictions listed in (a) through (c), the County shall provide the TOWN with written notice of the alleged violations including the statement "The County will exercise its reversionary interest in the property if the violation is not cured." Within 45 days of receipt of the notice, the TOWN shall cure the violation. If the violation is of a type that cannot be cured within this time period, the TOWN shall notify the County in writing specifying the reason and the additional time required to cure the violation. However, in no event shall the time to cure exceed 90 days, unless such time period is extended by action of the County Commission. Failure of the TOWN to comply with all of the terms of this paragraph shall cause the title to automatically revert to Miami-Dade County without any entitlement or recourse against the County for payment of any improvements whatsoever made to, on, or for any of the properties.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

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

By: _____
Mayor

Approved for legal sufficiency: _____

The foregoing was authorized and approved by Resolution No. R-_____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2006.

Instrument prepared under the direction of
Thomas Goldstein, Assistant County Attorney:
111 N.W. 1 Street, 28th Floor
Miami, Florida 33128-1907

Folio No. 36-6010-007-0820,
36-6010-001-1250,
36-6010-001-1240,
36-6010-001-1230,
36-6003-012-0770,
36-6003-012-0760

COUNTY DEED

THIS DEED, made this day of 2006, A.D. by **MIAMI-DADE COUNTY, FLORIDA**, a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1 Street Suite 2460, Miami, Florida 33128-1963, and the **TOWN OF CUTLER BAY**, party of the second part, whose address is 10720 Caribbean Boulevard, Cutler Bay, Florida 33189..

WITNESSETH:

That the said party of the first part, for no consideration and in accordance with Florida Statute 197.592(3) has granted, bargained, and conveyed as is **6 Saga Bay Parcels** to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida:

Legal Description:

Tract 'O' of Saga Bay Section 1 Part 6 in Plat Book 99 Page 37 Less Beginning 46.14 Ft. North OF Southwest Corner of Tract Continue North 32.10 Ft. East 43.34 Ft. South 32 Ft. West 45.86 Ft. To Point of Beginning
And
Park in Block 1, Park in Block 3, and Park in Block 5 of Saga Bay Section 1 Part 1 in Plat Book 94 Page 32
And
Tract D, Park, and Tract C, Park, of Saga Bay Section 1 Part 2 in Plat Book 95 Page 61

The TOWN shall: a) maintain the property in perpetuity as a public park, b) agree to govern itself, in regards to the subject property, in accordance with Article 6 of the County Charter, c) allow all unincorporated residents equal access and use of the park and not discriminate in program registration, pricing and other policies.

The TOWN agrees that it will make every good faith effort to develop, operate and maintain the Park in a manner that provides appropriate active and passive recreational opportunities to park users consistent with normal and customary park and recreation policies.

Upon failure of the TOWN to abide by any of the restrictions listed in (a) through (c), the County shall provide the TOWN with written notice of the alleged violations including the statement "The County will exercise its reversionary interest in the property if the violation is not cured." Within 45 days of receipt of the notice, the TOWN shall cure the violation. If the violation is of a type that cannot be cured within this time period, the TOWN shall notify the County in writing specifying the reason and the additional time required to cure the violation. However, in no event shall the time to cure exceed 90 days, unless such time period is extended by action of the County Commission. Failure of the TOWN to comply with all of the terms of this paragraph shall cause the title to automatically revert to Miami-Dade County without any entitlement or recourse against the County for payment of any improvements whatsoever made to, on, or for any of the properties.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

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

By: _____
Mayor

Approved for legal sufficiency: _____

The foregoing was authorized and approved by Resolution No. R-_____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2006.

RESOLUTION NO. 07-24

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE "INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF CUTLER BAY" RELATING TO THE TRANSFER OF COUNTY PARKS TO THE TOWN OF CUTLER BAY; AUTHORIZING THE MAYOR TO EXECUTE THE SAME AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 8, 2005, a Charter for the Town of Cutler Bay (the "Town") was approved by the citizens of the Town, effective November 9, 2005; and

WHEREAS, on February 2, 2006, the Town Council was sworn into office; and

WHEREAS, on July 18, 2006, the Town and Miami-Dade County ("County") entered into an interlocal agreement which, inter alia, provides for the County to transfer title to parks within the geographic boundaries of the Town to the Town in a subsequent interlocal agreement, and

WHEREAS, the Town and the County desire to effect the transfer of the parks upon the terms of the interlocal agreement relating to the transfer of parks which is attached hereto and made part hereof.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

Section 2. **Interlocal Agreement Approved**. The "Interlocal Agreement between Miami-Dade County and the Town of Cutler Bay" relating to the transfer of County parks to the Town in substantially the form attached hereto as Exhibit "A," is hereby approved.

Section 3. **Town Mayor Authorized.** The Town Mayor is authorized to execute the "Interlocal Agreement between Miami-Dade County and the Town of Cutler Bay" in substantially the form attached hereto as Exhibit "A," on behalf of the Town.

Section 4. **Effective Date**. This Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this 21st day of May, 2007.

PAUL S. VROOMAN
Mayor

Attest:

ERIKA GONZALEZ-SANTAMARIA, CMC
Town Clerk

TOWN OF CUTLER BAY
INCORPORATED
2005
FLORIDA

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE USE OF THE TOWN OF CUTLER BAY:

WEISS SEROTA HELFMAN PASTORIZA
COLE & BONISKE, P.A.
Interim Town Attorney

Moved By: Councilmember Meerbott
Seconded By: Councilmember Sochin

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman	YES
Vice Mayor Edward P. MacDougall	ABSENT
Councilmember Peggy R. Bell	YES
Councilmember Timothy J. Meerbott	YES
Councilmember Ernest N. Sochin	YES