Memorandum

MIAMI-DADE COUNTY

Date: July 1, 2008

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: CBO Grant Agreement with American Youth Soccer Organization, Region 450, for Improvements at Miller's Pond Park

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Recommendation

It is recommended that the Board authorize execution of the attached Community Based Organization Grant Agreement with the American Youth Soccer Organization, Inc. (AYSO), Region 450, in an amount not to exceed $107,288 for improvements at Miller's Pond Park.

Scope

Miller's Pond Park is located at S.W. 47 Street and S.W.133 Avenue in Commission District 11.

Fiscal Impact/Funding Source

This grant agreement will allow AYSO Region 450 (Region 450) to combine funds from two (2) CBO grant awards for soccer field improvements into one (1) grant totaling $107,288.

Track Record/Monitor

Region 450 was awarded a CBO grant in the amount of $39,788 for improvements to the soccer fields at Miller's Pond Park through Budget Ordinance 06-130 (Attachment A). The grant amount was insufficient to cover any of the planned improvements and a grant agreement was never executed.

Park and Recreation Department (MDPR), CBO Grants Coordinator, Pat Eraso will administer this grant agreement.

Background

The grant agreement for $107,288 is a combination of two (2) grants awarded to two (2) different AYSO groups, Region 648 and Region 450. Region 648 went defunct in 1998, and Region 450 currently operates out of Miller's Pond Park.

On November 18, 1997, the Board adopted Resolution No. R-1376-97 (Attachment B) awarding a CBO grant to Region 648 in the amount of $67,500, for soccer field improvements at Arvida Park (Arvida), S.W. 128 Avenue and S.W. 108 Street. Arvida was an undeveloped, passive neighborhood park at that time, and Region 648 was providing a children's soccer program at the park through a permit from MDPR. After the grant award, the community expressed strong sentiment against the soccer fields due to concern with the possibility of intense park usage and increased traffic in the area. Subsequently, MDPR and Region 648 agreed to abandon the soccer field improvement project at Arvida and use the grant funds to develop the soccer fields at Kendall Indian Hammocks Park.

In March 1998, Region 648 terminated its affiliation with AYSO and incorporated as the South Kendall Soccer Club (Club). As a result, AYSO objected to the Club's receipt of the grant funding because the organization applied for the grant as Region 648 using AYSO's non-profit corporate, federal tax-exempt status for grant eligibility. Since the grant application guidelines specifically stated that proposers must be legally incorporated as not-for-profit corporations with federal tax-exempt status at the time of proposal submission, MDPR concurred that the Club was not eligible to receive the grant funds.

Region 450 was awarded its initial CBO grant for Miller's Pond Park in September, 2006. Since the grant amount was not sufficient to accomplish any portion of the planned soccer field improvements, Region 450 did not execute an agreement for the grant award. They decided to apply for additional CBO grant funding from MDPR in FY 07-08 and if awarded, combine funds from both grants to accomplish their project. After Region 450 submitted its FY 07-08 grant application, MDPR and AYSO concluded that since the $67,500 grant previously awarded to defunct Region 648 was still available and uncommitted, it should be recommended that Region 450 be granted those funds to accomplish the planned soccer field improvements at Miller's Pond Park.

Attachments

Alex Muñoz
Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: July 1, 2008

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**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(M)(1)(A)
7-1-08

RESOLUTION NO. _____

RESOLUTION APPROVING A COMMUNITY BASED ORGANIZATION GRANT AGREEMENT WITH AMERICAN YOUTH SOCCER ORGANIZATION, INC (AYSO), REGION 450 FOR IMPROVEMENTS AT MILLER'S POND PARK IN AN AMOUNT NOT TO EXCEED $107,288 AND FURTHER AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXECUTE SAME FOR AND ON BEHALF OF MIAMI-DADE COUNTY

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

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves a CBO grant agreement with AYSO, Region 450, in an amount not to exceed $107,288, for improvements at Miller's Pond in substantially the form attached hereto and made a part hereof and authorizes the County Mayor or his designee to execute same for and on behalf of Miami-Dade County.

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

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of July, 2008. 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

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MIAMI-DADE COUNTY GRANT AGREEMENT
WITH
COMMUNITY BASED ORGANIZATION
(FY 07-08)

This Grant Agreement ("Agreement"), made this _____ day of _____, 200___, by and between Miami-Dade County, a political subdivision of the State of Florida, (hereinafter referred to as "County") through its Park and Recreation Department (hereinafter "Department"), located at: 275 N.W. 2nd Street, Miami, 33128, and American Youth Soccer Organization dba Region 450 (hereinafter referred to as "Provider") and located at:.15771 SW 106th Terrace, #104, Miami, Florida 33196 states conditions and covenants for improvements at Miller's Pond Park (hereinafter referred to as "Services") for the County, as authorized by Budget Ordinances 06-130 and _____and known as Grant No. 0716.

WHEREAS, the Home Rule Charter authorizes Miami-Dade County to provide for the uniform health and welfare of the residents throughout the County and further provides that all functions not otherwise specifically assigned to others under the Charter shall be performed under the supervision of the County Manager; and

WHEREAS, the Provider provides or will develop Services of value to the County and has demonstrated an ability to provide these Services; and

WHEREAS, the County is desirous of assisting the Provider in providing those Services and the Provider is desirous of providing such; and

WHEREAS, the County has appropriated funds to the Provider for the proposed Services;

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

ARTICLE I. **Scope of Services and Budget Elements.** Provider agrees to render Services in accordance with the Scope of Services and Budget Elements incorporated herein and attached hereto as Attachment A. Provider further agrees that all expenditures or costs shall be made in accordance with "Attachment A".

ARTICLE II. **Changes in Scope of Services and Budget Elements.** After the execution of this contract:

A. Changes in the specified location(s) for the Services shall require a modified "Attachment A" and written justification from the Provider approved by the Department Director or designee;

B. The Provider may shift funds between line items not to exceed fifteen percent (15%) of the total budget without approval from the Department. A shift of funds between line items greater than fifteen percent (15%) of the total budget and any other adjustments including changes in staff positions and salaries shall require a modified "Attachment A" with a separate written justification of the change(s) submitted to and approved by the Department Director or Designee. The shift of funds greater than 15% of the total budget shall be considered a Budget Revision for purposes of Article II, Paragraph C herein.

C The Provider may add a line item to the budget, appropriate to the project scope, not to exceed fifteen percent (15%), through a written request to and approved by the Department or its designee, justifying the request and indicating which line item (s) will be reduced or eliminated to accommodate the new line item. A new line item, greater than fifteen

percent (15%) of the total budget, shall be considered a budget revision for the purposes of Article II, Paragraph D herein.

D The Provider may not undertake more than two (2) Budget Revisions during the term of this Agreement; however, a Revision required to account for additional County funds made available to the Provider will not be considered a Budget Revision, but will nonetheless require the written approval of the Department's Director or Designee.

ARTICLE III. **Effective Term.** Both parties agree that the effective term of this Agreement shall be from October 1, 2007 to December 31, 2008.

ARTICLE IV. **Amount Payable.** Subject to available funds, the maximum amount payable for Services rendered under this Agreement shall not exceed $107,288. Both parties agree that should available County funding be reduced, the amount payable under this Agreement may be proportionately reduced at the option of the County.

ARTICLE V. **Compliance with State and County Laws.**

A. Pursuant to Sections 2-10.4.01 and 10-33.02 of the Code of Miami-Dade County, the Provider shall comply with the County's Community Small Business Enterprise Program in performing the capital improvements.

B. The Provider agrees to abide by all applicable Federal, State, and County laws, orders, and regulations in the performance of Services under this Agreement.

C. Independent Private Sector Inspector General Reviews. Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Provider shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services. The terms of this provision herein, apply to the Provider, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Provider in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Provider or any third party.

D. Miami-Dade County Inspector General Review. According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The Inspector General shall have the power to perform audits on this Agreement. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Agreement. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Provider, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Provider from the Inspector General or IPSIG retained by the Inspector General, the Provider shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Provider's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE VI. Indemnification by Provider.

A. Government Entity. If the Provider is a government entity, the government entity 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 actions or proceedings of any kind or nature arising out of, relating out of, relating to or resulting from the performance of this Agreement by the government entity or its employees, agents, servants, partners, principals or subcontractors. Government entity 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 768.08, Fla. Stat., subject to the provisions of that Statute whereby the government entity shall not be held liable to pay a 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 portions thereof, which, when totaled with all other claims or judgment paid by the government entity 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 government entity.

B. All Other Providers. Provider 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 actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners, principals or subcontractors. Provider 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. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider 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.

ARTICLE VI. Insurance.

A. Execution of Agreement. Prior to execution of this Agreement by the County, commencement of work/Services, and disbursement of funds, the Provider shall obtain all insurance required under this Article, as applicable, and submit same to the County for approval. All insurance shall be maintained until work/ Services have been completed and accepted by the County.

B. Minimum Insurance Requirements. The Provider shall submit to Miami-Dade County, Park and Recreation Department, 275 NW 2nd Street, Miami, Florida 33128, Attn: Patricia Eraso: Certificate(s) of Insurance which clearly indicate that Provider has obtained the insurance coverages required in paragraphs a, b, and c below;

a.) Worker's Compensation Insurance - as required by Chapter 440, Florida Statutes.

b) Public Liability Insurance - on a comprehensive basis in an amount not less than $300,000 per occurrence for Bodily Injury and Property Damage combined. Miami-Dade County must be shown as an additional insured with respect to this coverage.

c) Automobile Liability Insurance - covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $300,000 per occurrence for Bodily Injury and Property Damage combined.

All insurance policies required above shall be issued in companies authorized to do business under the laws of the State of Florida, with the following qualifications as to management and financial strength.

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength by the latest (1986 or later) edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance shall indicate that no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

C. Provider as State of Florida or Entity of State. If the Provider is the State of Florida or an agency or political subdivision of the State as defined by section 768.28, Florida Statutes, the Provider shall furnish the County, upon request, written verification of liability protection in accordance with section 768.28, Florida Statutes. Nothing herein shall be construed to extend any party's liability beyond that provided in section 768.28, Florida Statutes.

ARTICLE VII. Proof of Licensure and Certification.

A. Licensure. If the Provider is required by the State of Florida or Miami-Dade County to be licensed or certified to provide the Services outlined in "Attachment A", the Provider shall furnish a copy of all required current licenses or certificates. Examples of Services or operations requiring such licensure or certification include but are not limited to child care, day care, construction trades, swimming instruction, life-saving Services.

If the Provider fails to furnish the County with the licenses or certificates required under this Section, the County shall not disburse any funds until it is provided with such licenses or certificates. Failure to provide the licenses or certificates within thirty (30) of execution of this Agreement may result in termination of Agreement.

B. Background Screening.

Pursuant to Florida Statute 943.04351 and County Ordinance No. 08-07, the Provider agrees to conduct background checks on all coaches, volunteer staff and its own employees in accordance with the most current version of State or County law addressing background checks. The Provider will annually provide a written statement, certified by the President, Executive Director, or other individual with the highest level of responsibility in the organization, on the local level, that background checks are conducted on said staff in accordance with State and local law.

ARTICLE VIII. Conflict Of Interest. The Provider agrees to abide by and be governed by Dade County Ordinance No. 72-82 (Conflict of Interest Ordinance codified at Section 2-11.1 et al. of the Code of Miami-Dade County), as amended, which is incorporated herein by reference as if fully set forth herein, in connection with its contract obligations hereunder.

ARTICLE IX. Civil Rights. The Provider agrees to abide by Chapter II A, Article IV of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C., as amended, which prohibits discrimination in employment because of age; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which prohibits discrimination on the basis of disability; and the Americans with Disabilities Act, 42 U.S.C. § 12103 et seq., which prohibits discrimination in employment and accommodation because of disability.

It is expressly understood that upon receipt of evidence of discrimination under any of these laws, the County shall have the right to terminate this Agreement. It is further understood that the Provider must submit an affidavit attesting that it is not in violation of the Americans with Disability Act. If the Provider or any owner, subsidiary, or other firm affiliated with or related to the Provider, is found by the responsible enforcement agency, the Courts or the County to be in violation of these Acts, the County will conduct no further business with the Provider. Any contract entered into based upon a false affidavit shall be voidable by the County. If the Provider violates any of the Acts during the term of any contract the Provider has with the County, such contract shall be voidable by the County, even if the Provider was not in violation at the time it submitted its affidavit.

ARTICLE X. Notices. It is understood and agreed between the parties that written notice addressed to the Department and mailed or delivered to the address appearing on page one (1) of the Agreement and written notice addressed to the Provider and mailed or delivered to the address appearing on page one (1) of this Agreement shall constitute sufficient notice to either party.

ARTICLE XI. Autonomy. Both parties agree that this Agreement recognizes the autonomy of, and stipulates or implies no affiliation between, the contracting parties. It is expressly understood and intended that the Provider is only a recipient of funding support and is not an agent or instrumentality of the County. Furthermore, the Provider's agents and employees are not agents or employees of the County, as a result of this Agreement.

ARTICLE XII. Breach of Agreement: County Remedies

A. Breach. A breach by the Provider shall have occurred under this Agreement if: (1) the Provider fails to provide the Services outlined in "Attachment A" within the effective term of this Agreement; (2) the Provider ineffectively or improperly uses the County funds allocated under this Agreement; (3) the Provider does not furnish the Certificates of Insurance required by this Agreement or as determined by the County's Risk Management Division; (4) the Provider

does not furnish proof of licensure/certification or proof of background screening required by this Agreement; (5) the Provider fails to submit, or submits incorrect or incomplete, proof of expenditures to support disbursement requests or advance funding disbursements or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports; (6) the Provider does not submit or submits incomplete or incorrect required reports; (7) the Provider refuses to allow the County access to records or refuses to allow the County to monitor, evaluate and review the Provider's program; (8) the Provider discriminates under any of the laws outlined in Section IX of this Agreement; (9) the Provider falsifies or violates the provisions of any affidavit attached hereto and incorporated by reference under Article XIX, Section G herein; (10) the Provider attempts to meet it obligations under this Agreement through fraud, misrepresentation or material misstatement; (11) the Provider fails to correct deficiencies found during a monitoring, evaluation or review within the specified time; (12) the Provider fails or refuses to return all items of capital improvement in the same condition as received at the beginning of the Agreement except ordinary wear and tear; or (13) the provider fails to submit the Certificate of Corporate Status, Board of Directors Requirement or proof of tax status; (14) the Provider fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements and stipulations in this Agreement. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

B. County Remedies. If the Provider breaches this Agreement, the County may pursue any or all of the following remedies:

1. The County may terminate this Agreement by giving written notice to the Provider of such termination and specifying the effective date thereof at least five (5) days before the effective date of termination. In the event of termination, the County may avail itself of any or all of the following remedies: (a) request the return of all finished or unfinished documents, data studies surveys, drawings, maps, models, photographs, reports prepared, and capital equipment secured by the Provider with County funds under this Agreement; (b) seek reimbursement of County funds allocated to the Provider under this Agreement; (c) terminate or cancel any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees;

2. The County may suspend payment in whole or in part under this Agreement by providing written notice to the Provider of such suspension and specifying the effective date thereof, at least five (5) days before the effective date of suspension. If payments are suspended, the County shall specify in writing the actions that must be taken by the Provider as condition precedent to resumption of payments and shall specify a reasonable date for compliance. The County may also suspend any payments in whole or in part under any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such suspension, including attorney's fees;

3. The County may seek enforcement of this Agreement including but not limited to filing an action with a court of appropriate jurisdiction. The Provider shall be responsible for all direct and indirect costs associated with such enforcement, including attorney's fees;

4. The County may debar the Provider from future County contracting;

5. If, for any reason, the Provider should attempt to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement, the County shall, whenever practicable terminate this Agreement by giving written notice to the Provider of such termination and specifying the effective

date at least five (5) days before the effective date of such termination. The County may terminate or cancel any other contracts which such individual or entity has with the County. Such individual or entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees. Any individual or entity who attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years;

Any other remedy available at law or equity.

C. The County Manager is authorized to terminate this Agreement on behalf of the County.

D. Damages Sustained. Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement, and the County may withhold any payments to the Provider until such time as the exact amount of damages due the County is determined. The County may also pursue any remedies available at law or equity to compensate for any damages sustained by the breach. The Provider shall be responsible for all direct and indirect costs associated with such action, including attorney's fees.

ARTICLE XIII. Termination By Either Party. Both parties agree that this Agreement may be terminated by either party hereto by written notice to the other party of such intent to terminate at least thirty (30) days prior to the effective date of such termination. The County Manager is authorized to terminate this Agreement on the behalf of the County. If either party terminates this Agreement under this Article, the Provider will be obligated to refund to the County all unexpended funds previously disbursed to the Provider under this Agreement. If either party terminates this Agreement under this Article, the County shall honor any legitimate reimbursement requests for a service/purchase made on or before the notice of termination. The County will be under no further obligation to disburse funds.

ARTICLE XIV. County Payment Procedures: Advances, Reimbursements, Direct Payments

County agrees to pay the Provider for Services rendered under this Contract based on Attachment A of this Agreement. Payment shall be made in accordance with procedures outlined below:

A. The Department shall make available the appropriate expenditure-related forms to the Provider for payment requests and to report and explain expenditures associated with this Contract and

B. Cost Basis Agreement: Advances, Reimbursements and Direct Payments. The parties agree that this is a cost-basis Agreement and that the Provider shall be paid through advances; reimbursement payments; or direct payment from the County to the Provider or contractor hired by the Provider for pre-determined allowable expenses based on the budget approved under this Contract (See "Attachment A"). The method of payment is at the sole discretion of the County.

1. If the Provider needs *a cash advance payment of 25% or less of the total grant,* the Provider must submit to the Department an originally signed "**Form 1 for Reimbursement Request; Advance Payment Request; Direct Payment Request or Submission of Documentation for Cash Advance Previously Received**", which must be approved by the Department prior to being forwarded to the County's Finance Department for payment. If the Provider's request is for an *advance of more than 25%*

up to 100% of the total grant, "**Form 1**"must be accompanied by a letter from the Provider to the Department specifying the reasons and justifications for such payment. No other Department form is required to request an advance payment. The County, the Department or its designees shall have the sole discretion in choosing whether to provide any advance payments and are not obliged to do so under any circumstances.

a. A Provider shall limit its request for an advance to no more than two (2) times during the term of this Agreement, except in the case of a park improvement (capital) project, wherein the request for an advance is limited to no more than three (3) times during the term of this Agreement. If a Provider needs an additional advance for good cause shown, it shall request the advance in writing. The County, the Department or its designees shall have the sole discretion in choosing whether or not to provide any advance payments and are not obliged to do so under any circumstances.

b. If the Provider receives an advance lump sum payment of the total amount payable, the Provider shall submit proof of expenditures including, but not limited to, copies of canceled checks and *original* invoices, bills and receipts; and certain information on the following forms supplied by the Department within ninety (90) days after receipt of the advance lump sum payment:

A completed and originally signed **Form 1 ,Reimbursement Request; Advance Payment Request; Direct Payment Request or Submission of Documentation for Cash Advance Previously Received; Form 2, Itemization of Expenditures**; and **Form 3**, **Explanation of Expenditures**

Cash receipts must be original, clearly and officially identified as to the name of vendor/service provider showing the charges which have been paid, the remaining balance due, or zero balance if all expenses have been paid in full. A numbered invoice/bill/receipt must include: the typed or printed vendor's name, address and phone number; and a description of the completed work, All expenditure documentation must coincide with the appropriate Budget Element on Attachment A of this Agreement. The Department shall give the Provider additional instructions regarding the submission of expenditure documentation, if applicable.

When the Provider cannot produce original invoices/bills/receipts, the Provider must adequately justify their absence in writing and furnish copies as proof of the expenditures. If additional time is needed beyond the ninety (90) days, the Provider shall submit a written request for an extension of time to the Department. Failure to provide proof of expenditures and the required expenditure reports shall be considered a breach of this Agreement.

c. If the Provider receives advance payments of less than the total amount payable, the Provider shall submit within 60 days of receipt of the partial advance payment, the same forms and proof of expenditure documents as required under Article XIV, Paragraph B., Section 1.b. If additional time is needed beyond the 60 days, the Provider shall submit a written request for extension of time to the Department. Failure to provide proof of expenditures and the detailed expenditure reports shall be considered a breach of this Agreement.

d. If additional funds are available to the Provider through this contract, the Department will not release such funds to the Provider or directly to the contractor or vendor hired by the Provider until the Provider has

submitted all required forms and expenditure documentation for all previously advanced funds. In the event the Provider cannot submit the appropriate forms and expenditure documentation by the time of requesting release of additional funds, the Provider must submit a written request for the funds and justification for release of the funds to the Department. The release of the funds is at the sole discretion of the Department or its designee.

2. If the payment request is for *reimbursement of expenditures*, the Provider shall submit the same forms and proof of expenditure documents as required under Article XIV, Paragraph B., Section 1.b. When original invoices/receipts cannot be produced, the Provider must adequately justify their absence in writing and furnish copies as proof of the expenditures.

3. If the payment request is for a *direct payment to a vendor* for accomplished work (allowed in park improvement projects) the Provider must submit an originally signed **Form 1 for Reimbursement Request; Advance Payment Request; Direct Payment Request or Submission of Documentation for Cash Advance Previously Received** accompanied by the original invoice/bill/receipt from the vendor, contractor, etc. to the Department.

C. No Advance Payment of Subcontractors. In no event shall County funds be advanced directly to any subcontractor hereunder.

D. Processing the Request for Payment. After the Department reviews and approves the payment request, the Department will submit a payment request to the County Finance Department. The County Finance Department will issue and mail the check to the Provider at the address listed in the County's financial system, or to the subcontractor at the address, indicated by the Provider. The County will also issue payment by direct deposit to a specific financial institution through the written designation of the Provider and/or subcontractor, as appropriate. The parties agree that the processing of a payment request from date of submission may take a minimum of thirty (30) days. It is the responsibility of the Provider to maintain sufficient financial resources to meet the expenses incurred during the period between the provision of Services and payment by the County.

E. Notification to Provider of Deficiencies In Expenditure Documentation. If the Department determines, upon review of the Provider's request for payment and accompanying documents, that the documentation is deficient, the Provider shall be given notice in writing of the deficiencies per the Agreement terms or the instructions furnished by the Department. The Department must receive from the Provider, no more than ten (10) business days from the date of the written notification, the corrected or additional documents. The Department's preferred method of notification shall be by electronic mail or fax. If neither of those methods is available, the notification shall be sent through the U.S. Mail. If the notification is sent by U.S. Mail, the Department must receive the corrected or additional documents no more than twelve (12) business days from the date of the letter.

If the Provider determines that it cannot address the identified deficiencies within the appropriate time, the Provider shall have the option of withdrawing the entire payment request submission, or any part thereof, during such periods. If the Provider takes such action, the Provider may submit, at another time, a new Payment Request with the correct documentation. If the Provider does not attempt to submit the correct documentation by the due deadlines, the Provider forfeits all rights to its requested payment. If the Provider does attempt to correct the deficiencies by submission of the required documentation, and the documentation remains deficient, the Department will notify the Provider, in writing, to retrieve the payment request and documentation and submit a corrected package at a future date. The Provider may opt to submit the correct portion of the package for payment, with the original payment request

reduced proportionately. It will be the responsibility of the Provider to review and prepare the remaining portion of the package for payment.

E. Final Request for Payment. The Department will accept a final request from the Provider for a reimbursement payment up to forty-five (45) days after the expiration of this Agreement, for expenditures made within the term of the Agreement. If the Provider fails to comply, all rights to payment shall be forfeited. The request for the final payment may include, in the case of a capital improvements project, payment to the Provider for a contractor's services as included in "Attachment A" or directly to a contractor after the termination date of this contract, if, the contractor has (a.) completed all contractual work under the terms of his contract with the Provider and "Attachment A" of this contract; (b.) has obtained the Certificate of Occupancy, if applicable and (c.) the Department has accepted all of the contractor's work, before the termination of this contract. Such a request for final payment must be made no more that (thirty) 30 days after the termination of this contract.

F. Final Report/Recapture of Funds. Upon the expiration or termination of this Agreement, the Provider shall submit the Final Report to the Department no more than forty-five (45) days after the expiration or termination of this Agreement; or at the time of the final request for payment after the full completion of the scope of work stated on Attachment A, should that date occur before the termination date of the Agreement. Additionally, if the Provider earned interest on grant funds received under this Agreement, the interest must be used toward the project and documented in the final report.

If after receipt of such Final Report, the Department determines that the Provider has been paid funds not in accordance with the Agreement, and to which it is not entitled, the Provider shall return such funds to the County or submit appropriate documentation no later than (thirty) 30 days of the date of the written notification sent to the Provider by the County. The County shall have the sole discretion in determining if the Provider is entitled to such funds and the County's decision on this matter shall be binding. Additionally, any unexpended or unallocated funds shall be recaptured by the County.

ARTICLE XV. Prohibited Use Of Funds.

A. Adverse Actions or Proceedings. The Provider shall not utilize County funds to retain legal counsel for any action or proceeding against the County or any of its agents, instrumentalities, employees or officials. The Provider shall not utilize County funds to provide legal representation, advice or counsel to any client in any action or proceeding against the County or any of its agents, instrumentalities, employees or officials.

B. Religious Purposes. County funds shall not be used for religious purposes.
C. Fund-raising. County funds shall not be used for fund raising efforts, e.g., purchases or services for resale; prizes for games of chance; giveaway items, etc.
D. Co-Mingling Funds. The Provider shall not co-mingle funds provided under this Agreement with funds received from any other funding sources.

ARTICLE XVI. Park Capital Improvement Projects. This article shall pertain only to Providers completing park capital improvement projects.

A. If the grant funds referenced herein will be used for the purchase of capital items for, or construction which is partially or wholly funded through this Agreement on County-owned property or property managed by the Department under a formal agreement with the property owner that allows for capital improvements, then the Provider shall seek prior review and written approval of the designated Department CBO Grants Coordinator (Coordinator) of the selection of private consultants and/or contractors or any other item, prior to purchase or hiring. If the consultant and/or contractor are acceptable, the Provider must submit a copy of the *proposed* consultant or contractor contract to the Coordinator for Department staff review, and make

changes and additions as determined. Additionally, the Provider must seek prior review and written approval of plans and specifications from the County Office of Americans with Disabilities Act Coordination, when indicated by Department staff.

B. The Provider shall not obtain permits from local, state, federal or other official agencies necessary for a capital improvement project, until designated Department staff have reviewed and approved in writing the project and any documents the Provider intends to submit for review to the permitting agency.

C. The Provider must obtain written authorization from designated Department staff to occupy the County-owned site for the purpose of making improvements, before the capital improvement project commences on the property.

D. The Provider understands that certain Department technical staff may be required to assist the Provider in complying with this Agreement and that the Department may charge for specific assistance, review, and inspection by such staff, which shall be paid through the "Contingency" fund Budget Element included on Attachment A of this Agreement.

E. The Provider must provide the Department with copies of permitted plans, if applicable and record drawings, if applicable, upon completion.

F. The Provider understands that all permanent improvements constructed or added to County park property through this Agreement, even if the Provider contributes its own additional funds, labor or services becomes the property of the County through its Park and Recreation Department.

G. The Provider understands that, notwithstanding the fact that Department technical and professional staff and other County staff (as needed) will oversee adherence to County and specific Department standards, it is the Provider's responsibility to render acceptable oversight to the Scope of Services under this contract and assure that the grant-related improvements and purchases are completed and placed for use as described in Attachment A.

H. Acceptance by the Park and Recreation Department (and the Building Department and any other applicable regulatory agency) is a prerequisite to a Provider-hired Contractor obtaining the final 10% of the grant funding directed towards payment to the Contractor.

ARTICLE XVII. <u>Inventory – Capital Equipment and Real Property</u>. All capital items acquired for the project by the Provider with funds allocated in this Agreement shall be considered County fixed assets and shall be inventoried as County property. A capital item shall be an item that: (1) has a service life in excess of one year; (2) is either complete within itself or is a major component of another item of property; (3) by definition cannot be described either as supplies or materials; (4) will not be consumed or lose its identity; and (5) has a unit cost of $750.00 or more.

A. At the termination of this Agreement, unless otherwise provided for, the Provider agrees to return all items of capital equipment to Dade County in the same condition as it was received at the beginning of the Agreement, ordinary wear and tear excepted. The Provider shall be responsible to the County for any damage or destruction to said property and shall reimburse the County for such damage. The County may in its discretion allow the Provider to retain possession of capital equipment after expiration of this Agreement as long as the Provider continues to provide the service described in the Scope of Services (Attachment A) or another service that the County determines to be of value. If the Provider disbands, becomes defunct or in any way ceases to exist or if the Provider ceases to provide the service described in the Scope of Services or another service of value, the County shall reclaim the items of capital equipment.

B. All facilities constructed or other capital purchases made and planned on County property become the property of the County at the time of construction completion or placement on County property.

The Provider shall establish and maintain a property control system, and shall be responsible for maintaining a current inventory on all capital items purchased with County funds on forms provided by the Department or on forms mutually agreed upon by the Department and the Provider. This will include listing on a property record by description, model, serial number, date of acquisition and cost. Such property shall be inventoried annually and an inventory report shall be submitted to the Department. Records for capital items shall be retained for three (3) years after its disposition.

ARTICLE XVIII. Records, Reports, Audits, Monitoring and Review.

A. Accounting Records. The Provider shall keep accounting records which conform to generally accepted accounting principles. All such records will be retained by the Provider for not less than three (3) years beyond the term of this Agreement.

B. Financial Audit. If the Provider has an annual certified public accountant's opinion and related financial statements, the Provider agrees to provide these documents to the Department no later than ninety (90) calendar days following the end of the Provider's fiscal year, for each year during which this Agreement remains in force or until all funds earned from this Agreement have been so audited, whichever is later.

C. Access to Records: Audit. The Provider understands that it may be subject to an audit by the County. The Provider shall provide access to all of its records which relate to this Agreement at its place of business during regular business hours. The Provider agrees to provide such assistance as may be necessary to facilitate their review or audit by the County to insure compliance with applicable accounting and financial standards.

D. Progress Reports and Final Report. The Provider shall furnish the Department with written "**Progress Reports**" on a form provided by the Department on the achievement of its goals as outlined in its Scope of Services and Budget (Attachment A). The reports shall explain the Provider's progress, or lack thereof. The data should be quantified when appropriate. Said reports are due on the 10th day of the month following the end of each quarter *or as otherwise determined by the Department.* A "**Final Report**" shall be due forty-five (45) days after the termination of this contract or at the time of submission of the final payment request on a form provided by the Department. Final payment will not be released without the submission of the Final Report. If a project is completed before the end of the term of the Agreement, the Provider shall only submit a progress report up to and including the quarter in which the project is completed.

E. Monitoring: Management Evaluation and Performance Review. The Provider agrees to permit County personnel to monitor, review and evaluate the program, which is the subject of this Agreement. The following shall pertain only to Providers whose funding allocation under this Agreement is $10,000 or more or whose funding allocation becomes $10,000 or more during the term of this Agreement.

The Department may monitor both fiscal and programmatic compliance with all the terms and conditions of the Agreement. The Provider shall permit the Department to conduct site visits, client assessment surveys, and other techniques deemed reasonably necessary to fulfill the monitoring function. The Department shall deliver a report of its findings to the Provider. and the Provider will rectify all deficiencies cited by the date specified in the report. If such deficiencies are not corrected within the specified time, the County may suspend payments or terminate this Agreement. The Department shall conduct one or more formal management

evaluation and performance reviews of the Provider, whose funding allocation under this Agreement is $10,000 or more or whose funding allocation becomes $10,000 or more during the term of this Agreement.

Continuation of this Agreement, if applicable, or future County funding to the Provider for any reason, is dependent upon satisfactory evaluation conclusions.

ARTICLE XIX. Miscellaneous

A. Publicity. It is understood and agreed between the parties hereto that this Provider is funded by Miami-Dade County. Further, by the acceptance of these funds, the Provider agrees that events or projects funded by this Agreement shall recognize the County as a funding source. The Provider shall ensure that all publicity, public relations, advertisements and signs recognizes the County for the support of all contracted activities. This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationery. All signs to be posted that relate to the County activities must have prior approval and must meet the standard specifications as established by the County. The use of the official County logo is permissible. The Provider shall ensure that all media representatives, when inquiring about the activities funded by this contract, are informed that the County is its funding source.

B. Sub-Contracts. The parties agree that no assignment or subcontract will be made or let in connection with this Agreement without the prior written approval of the Department, which shall not be unreasonably withheld, and that all sub-contractors or assignees shall be governed by the terms and conditions of this Agreement.

C. Agreement Guidelines. This Agreement is made in the State of Florida and shall be governed according to the laws of the State of Florida and proper venue for this Agreement shall be Miami-Dade County, Florida.

D. Modifications. Notwithstanding the provisions of Article II, Paragraphs A, B, and C, any alterations, variations, modifications, extensions or waivers of provisions of this Agreement including but not limited to amount payable and effective term shall only be valid when they have been reduced to writing, duly approved and signed by both parties and attached to the original of this Agreement.

Notwithstanding the provisions of Article II, Paragraphs A, B, C and D the County Manager is authorized to make modifications to this Agreement as described herein on behalf of the County.

E. Counterpart. This Agreement is signed in three (3) counterparts and each counterpart shall constitute an original of this Agreement.

F. Headings, Used of Singular and Gender. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement. Wherever used therein, the singular shall include the plural and plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires.

G. Totality of Agreement/Severability of Provisions. This 14 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 the parties:

Attachment A: Agreement Scope of Services and Budget
Attachment B: Affidavits

(SEAL)

American Youth Soccer Club, Region 450 ATTEST:

AGENCY NAME

By: _____ By: _____

(Signature of President or Vice-President) (Signature of Secretary or Treasurer)

Hector G. Santin

Type or Print Name Type or Print Name

Witnesses:

By: Melissa Gadol By: Beth Wojas

(Signature) (Signature)

By: Melissa Gadol By: Beth Wojas

Type or Print Name Type or Print Name

ATTEST: MIAMI-DADE COUNTY, FLORIDA
HARVEY RUVIN, CLERK

By: _____ By: _____

Deputy Clerk George M. Burgess
County Manager

Approved as to form and legal sufficiency

_____

County Attorney

ATTACHMENT A
(of Grant Agreement)
MIAMI-DADE COUNTY
PARK AND RECREATION DEPARTMENT

Community Based Organization
Scope of Services and Budget Summary
(for competitively-awarded grants)

CBO Name: American Youth Soccer Organization, Region 450 **Grant No:** 0716

CBO's Fiscal Year: **Grant Award Amount:** $107,288

PROJECT SCOPE: (The PROJECT SCOPE is the written description of how your organization will use the ***awarded* grant funds.** Be specific, e.g., " Our club, association, etc. is purchasing 35 football jerseys for the boys 10 & under football team at Crestview Park"; **OR** "Our club, association, etc., is hiring a company to design ballfield lighting for Baseball Field No. 5 at Fernandez Park and a contractor to install the lighting. The grant will pay for approximately 2/3 of the cost and we will provide the other necessary funding." *Be sure to include park name or other location for project.)*

Our organization is hiring a field renovation contractor to rebuild the existing soccer field at the west end of Miller Pond Park. The area will be stripped of the existing weeds and grass, 345 tons of soil brought in and installed to rough grade, roto-tilled and laser graded to finished grade, supply and install approximately 72000 square feet of Bermuda certified big roll 419 sod. The grant will pay for the entire project, our budget is spent on running our program, purchasing equipment and uniforms.

BUDGET ELEMENT (line item description of expenditure categories; all intended expenditures must fit to the elements below)	GRANT AMOUNT	CBO CONTRIBUTION
	$	$
Sports field renovation	$107,288	
	$ 107,288	$
	Total Grant	Total CBO Contribution

Attachment A

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

Approved_____ Mayor
Veto _____

Override_____

Agenda Item B
As Amended 9.20.06

ORDINANCE NO. 06-130

ORDINANCE APPROVING, ADOPTING AND RATIFYING THE COUNTYWIDE GENERAL FUND BUDGET FOR MIAMI-DADE COUNTY, FLORIDA, FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2006, AND ENDING SEPTEMBER 30, 2007; PROVIDING A SHORT TITLE; INCORPORATING THE 2006-07 PROPOSED BUDGET AS AMENDED; APPROPRIATING ALL BUDGETED EXPENDITURES; AUTHORIZING THE INVESTMENT OF COUNTY FUNDS IN THE TIME WARRANTS OF MIAMI-DADE COUNTY; AUTHORIZING THE TRANSFER OF FUNDS AS CASH ADVANCES PENDING RECEIPT OF TAXES; AUTHORIZING DEPOSIT OF INTEREST EARNED TO THE GENERAL FUND; RATIFYING AND APPROVING ADMINISTRATIVE ORDERS AND OTHER ACTIONS OF THE COUNTY COMMISSION WHICH SET CHARGES, AUTHORIZING FEES CONSISTENT WITH APPROPRIATIONS AND PROVIDING FOR THEIR AMENDMENT; AUTHORIZING THE COUNTY MANAGER TO EXECUTE CERTAIN FUNDING AGREEMENTS; AMENDING THE TRANSPORTATION IMPROVEMENT PLAN; REPEALING PRIOR ORDINANCES AND RESOLUTIONS IN CONFLICT; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

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

Section 1. This ordinance shall be known and may be cited as the "2006-07 Miami-Dade County Countywide Budget Ordinance".

Section 2. Pursuant to Section 4.03(B) of the Home Rule Charter, the County Manager has recommended a proposed budget for Miami-Dade County, Florida, for the fiscal year commencing October 1, 2006. Said budget document as submitted to and amended by the County Commission is incorporated herein by reference.

Section 3. The Countywide General Fund proposed budget is hereby approved, adopted and ratified, and the budgeted revenues and expenditures therein are hereby appropriated. Department expenditure allocations established by the County Manager as revised and summarized in the attached budget are adopted as limitations of all expenditures,

except as hereinafter provided; and appropriations hereby have been provided for outstanding indebtedness for the payment of vouchers that have been incurred in the current or prior year, but are not expected to be paid until the commencement of the new fiscal year. Receipts from sources not anticipated in the attached budget may be appropriated and expended by ordinance duly enacted by the County Commission in accordance with Section 129.06(2)(d), Florida Statutes, and Section 1.02(A) of the Miami-Dade County Home Rule Charter. Adjustments within the same fund to departmental appropriations made in the attached budget may be approved from time to time by motion duly adopted by the County Commission in accordance with Section 129.06(2), Florida Statutes. The Director of the Office of Strategic Business Management is authorized to approve adjustments to expenditure code allocations within the limit of the departmental or other appropriations made in the attached budget. All adjustments heretofore approved as herein provided are ratified.

Section 4. Pursuant to the authority of Chapter 8015, Special Acts of Florida, 1919, which authorizes the Board of County Commissioners of Miami-Dade County, Florida, to borrow money and to issue time warrants, and pursuant to the authority of Section 129.02(5), Florida Statutes, which permits funds of the County to be invested in securities of the federal government and of the local governments in Florida, or both, the Finance Director is hereby authorized to invest these monies in the time warrants of Miami-Dade County, Florida.

Section 5. As provided in Section 4.03(C) of the Home Rule Charter, the Board hereby authorizes the transfer of any portion of the earnings or balance of the several funds, other than sinking funds, for obligations not yet retired, to the general funds of the County, provided that such transfer be deemed a cash advance to meet operating and other expenses approved by the Board, and that all such advances shall be reimbursed before the end of the fiscal year upon receipt of adequate tax or other appropriate revenues. Provided, however, that this section in no way limits or restricts the power of the Board to transfer any unencumbered appropriation balance, or any portion thereof, from one department, fund or agency to another as provided by law pursuant to Section 4.03(C) of the Home Rule Charter.

Section 6. The Finance Director, pursuant to Section 4.03(C) of the Home Rule Charter, is hereby authorized to deposit to the accounts of the General Fund any interest on deposits earned or accrued to the benefit of any trust funds, revolving accounts, working capital reserves or other funds held in trust by Miami-Dade County, unless specifically prohibited from doing so by trust or other agreements.

Section 7. All administrative orders and other actions of the County Commission, setting fees and charges, as well as all fees and charges consistent with appropriations adopted herein, are hereby ratified, confirmed and approved and may be amended during the year.

Section 8. The County Manager is hereby authorized to execute County Attorney-approved agreements for funding allocations approved in this ordinance as a result of a Request for Proposal or other formal selection process or individual allocations approved by the Board of County Commissioners.

Section 9. Notwithstanding any other provision of the County Code, resolution or administrative order to the contrary, non-profit entities awarded grants of County monies from the Elected Officials Discretionary Reserve, Commission Office Funds, or County Services Reserve shall not be required to complete affidavits of compliance with the various policies or requirements applicable to entities contracting or transacting business with the County.

Section 10. The Transportation Improvement Plan is hereby amended to include any and all projects set forth in this budget but not previously included in the Transportation Improvement Plan as well as those previously included in the Transportation Improvement Plan.

Section 11. All ordinances and parts of ordinances and all resolutions in conflict herewith are hereby repealed.

Section 12. 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 13. The provisions of this ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective

only upon an override by this Board. In the event all or any portions of this ordinance are vetoed, the remaining portions, if any, shall become effective ten (10) days after the date of enactment and the portions vetoed shall become effective only upon override by this Board.

Section 14. This ordinance does not contain a sunset provision.

PASSED AND ADOPTED: September 20, 2006

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

ORD/ITEM B Final

FY 2006-07 COMMUNITY BASED ORGANIZATIONS RECOMMENDATIONS AS OF SEPTEMBER 20, 2006

Monitoring Dept.	Agency	Program	FY 2006-07 Funding
AHS	American Fraternity, Inc.	Immigration Services	25,000
DHS	American Fraternity, Inc.	Immigration Services	30,000
DHS	American Red Cross	Programmatic Support	250,000
PARK	American Youth Soccer Organization Region 450	Park Improvements	39,788
DHS	Amigos for Kids	Programmatic Support	100,000
CAD	Ars Flores Symphony Orchestra, Inc.	2005-06 Concert Season	24,224
PARK	Art Works For Us, Inc.	Therapeutic Dance Programming	7,500
CAD	Arts and Business Council, Inc.	Annual Programs	60,000
CAD	Arts and Business Council, Inc., a/f/a for Arts Help	Arts Help Mini-grants Program	35,000
CAD	Arts and Business Council, Inc., a/f/a for Conferences/Cultural Conventions	US Urban Arts Federation Annual Conference	5,000
CAD	Arts Ballet Theatre of Florida, Inc.	Season at Arts Ballet	25,000
CAD	Arts for Learning Miami	Curriculum Advancing Arts Programs, Online Previewing and Selection	175,000
CAD	Arts for Learning Miami	Fiscal Agent for Programs and Initiatives of the Children's Cultural Coalition	29,500
CAD	Arts for Learning Miami	Early GET SMART/Start with the Arts Early Childhood Initiatives	109,500
CAD	ArtSouth, Inc.	Performing Arts Classes	7,505
CAD	ArtSouth, Inc.	Annual Season - General Operating Support	30,000
CAD	Artz-N-The-Hood, Inc.	Annual Programs	24,432
DHS	Artz-N-The-Hood, Inc.	After School Artz Academy	10,000
AHS	Aspira of Florida, Inc.	Children, Youth, and Families - Academic Support Services, Stay-in-School Counselors	77,500
AHS	Aspira of Florida, Inc.	Children, Youth, and Families - Academic Support Services, Stay-in-School Counselors	80,000
AHS	Aspira of Florida, Inc.	Children, Youth, and Families - Positive Youth Development	65,000
AHS	Aspira of Florida, Inc.	Criminal Justice - Neighborhood Empowerment	85,000
AHS	Aspira of Florida, Inc.	Criminal Justice - Stay-in-School	75,000
DHS	Aspira of Florida, Inc.	ASPIRA South Youth Sanctuary	20,500
AHS	Association for Retarded Citizens (ARC)	Children, Youth, and Families - Promote Quality Childcare	40,000
DHS	Association for the Developmentally Exceptional	Academic/Vocational Training Prog for Disabled Adults (North and South)	35,000
DHS	Association for the Developmentally Exceptional	Programmatic Support	50,000
DHS	At Risk Job Youth Program	Programmatic Support	212,000
AHS	Ayuda, Inc.	Children, Youth, and Families - Child Abuse and Neglect Prevention Services	41,000
AHS	Ayuda, Inc.	Criminal Justice - Family Empowerment	95,000
AHS	Ayuda, Inc.	Elderly Services - In-home Services for the Frail Elderly	50,000
CAD	Bakehouse Art Complex, Inc.	Annual Programming	50,000
CAD	Bakehouse Art Complex, Inc.	Main Gallery Renovation /HVAC System for Main Building	19,273
CAD	Ballet Etudes of South Florida	Annual Ballet Season	50,000

25

Attachment B

Approved _____ Mayor

Veto _____

Override _____

Substitute
Agenda Item No. 6(A)(14
11-18-97

RESOLUTION NO. R-1376-97

RESOLUTION ALLOCATING FUNDING FOR FY 1997-98 TO COMMUNITY-BASED ORGANIZATIONS FOR PARK, RECREATION AND LIBRARY INFORMATION ACCESS SERVICES AND CULTURAL AND TOURIST TAX GRANTS AND DIRECTING THE COUNTY MANAGER TO EXPEDITE EXECUTION OF GRANT AGREEMENTS AND EXERCISE PROVISIONS THEREIN

WHEREAS, on June 17, 1997, the Board of County Commissioners approved R-710-97, establishing priority services areas, evaluation criteria and solicitation documents for FY 1997-98 County funding of community-based organizations for the Park, Recreation and Library Information Access Services Request for Proposals, and;

WHEREAS, on September 16, 1997, the Board of County Commissioners approved the FY1997-98 Operating Budget, authorizing funding for allocation to organizations through the General Fund and Tourist Tax funds, and;

WHEREAS, on October 9, 1997, the Board of County Commissioners deferred allocation of funding to organizations under the jurisdiction of the Tourism, Recreation and Culture Committee pending further review by the County Manager and the Tourism, Recreation and Culture Committee;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA, that this Board authorizes the expenditure of FY 1997-98 general funds as grant awards for park, recreation and library information access services to the community-based organizations listed in the funding summary attached hereto and made a part hereof as Exhibit A; this Board also authorizes the expenditure of FY 1997-98 cultural and tourist tax funding as grant awards to the community-based organizations listed as Exhibit A; that this Board authorizes the County Manager to expedite execution of related grant agreements retroactive to October 1, 1997 following approval by the County Attorney's Office of standard form agreements; and 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 Jimmy L. Morales who moved its adoption. The motion was seconded by Commissioner Dennis C. Moss, and upon being put to a vote, the vote was as follows:

Dr. Miriam Alonso	aye	James Burke	aye
Dr. Barbara M. Carey	aye	Miguel Diaz de la Portilla	aye
Betty T. Ferguson	aye	Bruce C. Kaplan	absent
Gwen Margolis	absent	Natacha Seijas Millan	absent
Jimmy L. Morales	aye	Dennis C. Moss	aye
Pedro Reboredo	absent	Katy Sorenson	aye

Javier D. Souto aye

The Chairperson thereupon declared the resolution duly passed and adopted this 18th day of November, 1997. 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.

DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

KAY SULLIVAN
By: _____
Deputy Clerk

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

FY 1997-98 Community-based Organizations Funding Process
Tourism, Recreation and Culture Committee

Monitor. Dept.	Agency	Program	FY 1996-97 Adopted Budget	FY 1997-98 Request	Manager/Committee Eval Score	Recommended Funding	Comments
CAC	Capital Development Grants Program	Cultural grants		600,000		362,000	Allocated through the CAC process
CAC	Community Grants Program	Cultural grants		1,250,000		539,000	Allocated through the CAC process
CAC	Cultural Advancement Grants Program	Cultural grants		400,000		396,000	Allocated through the CAC process
CAC	Hannibal Cox, Jr. Cultural Grants Program	Cultural grants		850,000		243,000	Allocated through the CAC process
CAC	Tourist Development Council Grants	Tourism grants		2,750,000		700,000	Allocated through the TDC process
CAC	Tourist Tax Grants Program	Cultural grants		2,500,000		700,000	Allocated through the CAC process
OMB	Superbowl	Support of Superbowl activities		375,000		375,000	Tourist tax funds
		Subtotal Cultural Grants programs	0	8,725,000		3,315,000	
Lib	Friends of the Miami-Dade Public Library, Inc.	Material for community service programs		12,000	96.5	4,630	
Lib	Historical Museum of Southern Florida	Miami News collection digital imaging project		17,400	92.0	4,630	
Lib	Humane Society of Greater Miami	Animal care mobile library equipment, supplies		20,000	97.5	7,407	
Lib	Mz. Goose, Inc.	Bahamian/pioneer archival access services		10,550	81.0		
Lib	Perrine Elementary School	Books, software		4,630	0.0		Not eligible
Lib	Southeast Florida Library Information Network, Inc.	Freenet expansion	5,600	9,039	99.0	8,333	
		Subtotal Library Information Access Services programs	5,600	73,619		25,000	
Park	American Youth Soccer Association Region 648	Soccer field improvements		75,000	86.7	67,500	Excludes security light
Park	Boys and Girls Clubs of Miami, Inc.	Bleachers at Y.E.T. Center		30,000	85.0	3,042	See also CDBG Public Services
Park	Center for African Cultural Studies, Inc.	Improvements at Goulds Wayside Park		75,000	56.3		
Park	Deering Estate Foundation	Construction of boardwalk at Deering Estate		75,000	92.0	75,000	
Park	Flagami Khoury League	Ballfield repairs at Coral Way Ballfields		61,220	87.0	52,220	
Park	Goulds Community Development Corporation, Inc.	Ballfield imrovements at Goulds Park		75,000	94.0	75,000	
Park	Howard Palmetto Baseball/Softball Association, Inc.	Ballfield improvements at Coral Reef, Chapman Field, Suniland Parks		42,240	93.3	42,240	
Park	Junior Marlins Neighborhood Sports Association	Sports program at Bird Lake Park		85,000	34.7		
Park	Junior Marlins Neighborhood Sports Association	Sports program at International Gardens Park		85,000	34.7		
Park	Marjory Stoneman Douglas Biscayne Nature Center	Environmental educational facility at Crandon Park		75,000	88.3	75,000	
Park	Miami Rugby Club	Field equipment at Bel Aire Park		3,274	93.7	3,274	
Park	North County Citizens Association, Inc.	Improvements at Buccaneer Park		75,000	0.0		Not eligible
Park	Northside Optimist Club	Computer tutoring lab at West Little River Elementary		75,000	0.0		Not on county property
Park	Optimist Club of Kendall Hammocks	Development of Wild Lime Park		75,000	91.7	0	Balance of $19,738 from impact fees
Park	Optimist Club of West Kendall	Improvements at McMillan Park	70,400	443,600	75.0		
Park	Perrine Baseball & Softball Association, Inc.	Ballfield improvements at Franjo Park		48,249	91.3	48,249	
Park	Redland Conservancy	Vehicles for Redland Fruit and Spice Park		60,500	71.3		
Park	Skylake-Highland Lakes Area Homeowners Assoc.	Hockey rink at Highland Oaks park		70,000	0.0		
Park	Skylake-Highland Lakes Area Homeowners Assoc.	Replace playground equipment at Highland Oaks Park		30,000	91.7	30,000	
Park	Skylake-Highland Lakes Area Homeowners Assoc.	Vita Course improvement at Highland Oaks Park		68,000	76.7		
Park	Trail Trap & Skeet Club, Inc.	Improvements at Trail Glades Range		73,190	83.7		
Park	Whispering Pines Woman's Club Inc.	Park improvements at Whispering Pines Park		28,475	90.7	28,475	
		Subtotal parks capital improvements programs	70,400	1,728,748		500,000	
Park	Alliance for the Musical Art Productions, Inc.	Musical productions for at risk children.		7,500	59.7		
Park	American Youth Soccer Association Region 648	Portable toilets, field equipment for games		7,500	83.0	5,000	
Park	Artz-N-the Hood, Inc.	Drumming, dance instruction		7,500	62.0		See also CDBG Public Services