Memorandum

MIAMI-DADE COUNTY

Date: December 1, 2009

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

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Cuban Memorial Monument Amended Grant Agreement

Recommendation

It is recommended that the Board authorize execution of an amended grant agreement (Attachment 1) with Memorial Cubano, Inc. for the design and construction of a Cuban Memorial Monument at Tamiami Park. The amended grant agreement revises the original project scope for design and construction from $725,715 to $517,454.

Scope

Tamiami Park is located at 11201 SW 24 Street in Commission District 11.

Fiscal Impact/Funding Source

The project scope for the amended grant agreement includes a $200,000 grant from Sunshine State loan funds.

Track Record/Monitor

This is the first project by Memorial Cubano with the Miami-Dade County Park and Recreation Department (MDPR). The MDPR Planning and Development Section will monitor the grant agreement.

Background

The grant agreement with Memorial Cubano was approved by the Board on October 16, 2007 through Resolution No. R-1170-07 (Attachment 2). The original scope of the project was estimated at approximately $725,715, with funding provided from in-kind donations secured by Memorial Cubano for architectural and engineering services ($100,000), Sunshine State loan funds ($200,000) and the balance ($425,715) from anticipated cash and in-kind donations from Memorial Cubano's fundraising efforts.

Due to the economic downturn and subsequent current reduction in donations, Memorial Cubano has reduced the scope of the project from $725,715 to $517,454. The project elements to be removed as a result of the reduced scope include all landscaped berms and retaining walls and a circular beamed archway. The size of the monument will not be affected. Funding for the revised scope consists of $102,000 of in-kind donations for architectural and engineering services, $200,000 from Sunshine State loan funds and $15,454 from other grants, cash and in-kind donations provided through Memorial Cubano's fundraising efforts. It is anticipated that the remaining $200,000 will be provided in an SNP allocation recommended for award by the SNP Citizens Oversight Committee and such item will be brought to this Board at a future date for award of such SNP funds.

Cuban Memorial Monument Project Funding	Original	Revised
Sunshine State Loan Funds	$200,000	$200,000
In-kind A&E Services from Memorial Cubano for Design	$100,000	$102,000
Memorial Cubano Cash and In-kind for Construction	$425,715	$15,454
Additional Funds Needed (Anticipated that such funds will come from future SNP award allocation)	$0	$200,000
TOTALS	$725,715	$517,454

Given Memorial Cubano's vision for this project and its commitments to design, construction, and long-term care, it is in the best interest of the County to authorize the County Mayor or County Mayor's designee to execute the amended grant agreement.

Amending this grant will contribute positively to the County by providing a commemorative structure to educate the public on the history of this struggle. The memorial will be located on a site within Tamiami Park that is not in conflict with any current or future park use. Memorial Cubano will be responsible for the continued maintenance and operation of the monument, no maintenance and operational costs will be borne by the County.

Attachments

for
Assistant County Manager
Alex Muñoz

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: December 1, 2009

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

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

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(M)(1)(B)
12-1-09

RESOLUTION NO. _____

RESOLUTION APPROVING AN AMENDMENT TO GRANT AGREEMENT WITH MEMORIAL CUBANO, INC.; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SUCH AMENDED GRANT AGREEMENT AND TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

WHEREAS, this Board desires to accomplish the purposes 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 an amendment to the grant agreement with Memorial Cubano, Inc. originally approved by this Board under Resolution R-1170-07 to reflect a revised project scope from $725,715 to $517,454, and authorizes the County Mayor or County Mayor's designee to execute an amended grant agreement, in the substantially the form attached hereto, with Memorial Cubano, Inc. and to exercise all other rights conferred 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:

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Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of December, 2009. 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

Approved by County Attorney as to form and legal sufficiency.

By:_____
Deputy Clerk

Monica Rizo

GRANT AGREEMENT BETWEEN
MIAMI-DADE COUNTY
AND
MEMORIAL CUBANO INC.

THIS AGREEMENT made on this _____day of_____ 2009, by and between MIAMI-DADE COUNTY, hereinafter referred to as the "COUNTY", a political subdivision of the State of Florida, by and through its PARK & RECREATION DEPARTMENT hereinafter referred to as the "DEPARTMENT" and MEMORIAL CUBANO, INC., a Florida non-profit membership organization, hereinafter referred to as "MEMORIAL CUBANO."

WHEREAS, on November 17, 2008, the parties executed a grant agreement for the same purpose provided herein; and

WHEREAS, that prior agreement dated November 17, 2008, shall be deemed null and void and be of no further force and effect and this agreement shall supersede such prior agreement; and

WHEREAS, MEMORIAL CUBANO was founded in 2003 as a Florida non-profit organization dedicated to honoring the victims of Fidel Castro's regime; and

WHEREAS, The Memorial Cubano Monument project constitutes a fervent effort by the Cuban exile community joining forces to denounce the history of crimes committed by Fidel Castro's regime since January 1st 1959, and is a tribute to the thousands of victims who have made the ultimate sacrifice for freedom and democracy for Cuba; and

WHEREAS, Once a year, the Cuban Memorial honors the victims of communist Cuba's government, including those who died in Cuban prisons, rafters who perished at sea while trying to escape, and those who were killed by firing squads; and

WHEREAS, the DEPARTMENT has $200,000.00 of COUNTY funds in the form of Sunshine State loans; and

WHEREAS, by combining $200,000.00 of COUNTY funds, and MEMORIAL CUBANO's efforts to raise the estimated balance of $ 317,454.00, the MEMORIAL CUBANO will be able to construct a Cuban Memorial Monument at Tamiami Park for public use; and

WHEREAS, the MEMORIAL CUBANO desires to design and construct a Cuban Memorial Monument at Tamiami Park in compliance with all federal, state, and local laws (herein also referred to as the "Project"); and

WHEREAS, the COUNTY has committed an amount not to exceed $200,000.00 of Sunshine State loans for this purpose; and

WHEREAS, the COUNTY owns Tamiami Park, located at 11201 SW 24 Street,

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

ARTICLE 1. RECITALS.

All recitals set forth above are incorporated into this agreement and made a part hereof,including that this Agreement supersedes prior Grant Agreement dated November 17, 2008 and prior agreement should be null and void.

ARTICLE 2. SCOPE OF SERVICES.

2.1 The MEMORIAL CUBANO agrees to oversee the design, permitting and construction of The Cuban Memorial Monument at Tamiami Park. This includes the furnishing of all architecture and engineering services, permitting, labor, materials, and equipment necessary to complete the project.

2.2 The MEMORIAL CUBANO agrees to provide professional architectural and engineering services in furtherance of the Scope of Services/Project Budget outlined in Attachment A.

2.3 The MEMORIAL CUBANO agrees to provide a Project Schedule, detailing each major work item and the date in which the item is expected to be completed, before design and construction on the monument commences.

2.4 The MEMORIAL CUBANO agrees to submit a Schedule of Values, detailing each major work item and the value thereof, before design and construction on the monument commences. The sum of all values shall equal the total amount granted by the COUNTY to the MEMORIAL CUBANO for the Project plus amounts funded by the current owner and the amount funded by the MEMORIAL CUBANO for the design, permitting, and construction of a Cuban Memorial Monument.

2.5 The MEMORIAL CUBANO agrees to procure construction services in accordance with Section 255.20, Florida Statutes.

ARTICLE 3. TERM.

Both parties agree that the effective term of this Agreement is from the execution by all parties to the later of (i) September 30, 2010, or (ii) the date on which the

MEMORIAL CUBANO receives a certificate of occupancy for the design, permitting, and construction of a Cuban Memorial Monument and final acceptance from the COUNTY.

ARTICLE 4. AMOUNT PAYABLE.

4.1 The parties acknowledge that the COUNTY granted funds for this project will come from Sunshine State loans of $200,000, and shall be expended and/or encumbered solely in a manner to provide for the design, permitting, and construction of a Cuban Memorial Monument at Tamiami Park.

4.2 Subject to available funds, the maximum amount payable for services rendered under this agreement shall not exceed $200,000 from COUNTY funds / Sunshine State loans; the Project Budget is incorporated by reference and is attached hereto as Attachment A.

ARTICLE 5. PAYMENT.

5.1 The COUNTY agrees to pay the MEMORIAL CUBANO for such services rendered under this Agreement based on the Scope of Services and Schedule of Values submitted by the MEMORIAL CUBANO. The MEMORIAL CUBANO will contract for the design, permitting, and construction of a Cuban Memorial Monument at Tamiami Park.

5.2 Payment shall be made in accordance with the procedures below.

5.3 The MEMORIAL CUBANO shall be paid for design work and all labor and materials actually incorporated into the Project, and shall be paid only upon submission to the DEPARTMENT of a Capital Project Payment Certificate and approval by the DEPARTMENT of the work completed. Such Capital Project Payment Certificate shall be accompanied by proof of cost or expenditure, including but not limited to original invoices, bills, receipts, and cancelled checks. All Capital Project Payment Certificates must also be accompanied by an updated Schedule of Values, indicating work completed to date (regardless of funding source(s)), the current work claimed, and the work remaining on the Project.

5.4 Each Capital Project Payment Certificate shall be accompanied with releases of lien from all subcontractors who completed work under the previous Capital Project Payment Certificate. Should releases of lien be unavailable for subcontractor work under the previous Capital Project Payment Certificate, the MEMORIAL CUBANO may submit a consent of surety covering the amount of the subcontractor work or claim. Failure to submit release(s) of lien and/or consent(s) of surety under this section shall result in the denial of payment under the Capital Project Payment

Certificate. Any release of lien or consent of surety shall be submitted on the forms attached hereto as Attachment B.

5.5 In no event shall COUNTY funds be advanced directly to any subcontractor hereunder.

5.6 After the DEPARTMENT reviews and approves the Capital Payment Certificate, the DEPARTMENT will submit a check request to the COUNTY's Finance Department. The COUNTY's Finance Department will issue and mail the check directly to the MEMORIAL CUBANO, to the address listed in Article 18, unless otherwise directed by the MEMORIAL CUBANO in writing. The parties agree that the COUNTY will retain a ten percent (10%) retainage on all progress payments, and that the processing of a properly submitted payment request from the date of submission shall take a minimum of thirty (30) days. It is the responsibility of the MEMORIAL CUBANO to maintain sufficient financial resources to meet the expenses incurred during the period between provision of services and payment by the COUNTY.

5.7 The DEPARTMENT will accept a final Capital Payment Certificate from the MEMORIAL CUBANO within a reasonable time after completion of the project. The final Capital Payment Certificate should include a request for payment of all outstanding retainage. Final payment to the MEMORIAL CUBANO is contingent upon final inspection, presentation of "as-built" drawings by the MEMORIAL CUBANO, and approval by the COUNTY's Building Department, the DEPARTMENT, and any other agencies which may be responsible to provide approval upon completion of the agreed-upon scope of work and presentation of a Certificate of Occupancy. If the MEMORIAL CUBANO fails to comply with the requirements of this subsection, all rights to final payment shall be forfeited.

5.8 The MEMORIAL CUBANO shall submit a final report to the DEPARTMENT no more than forty-five (45) days after completion of the Project. If the MEMORIAL CUBANO earned interest on funds received under this Agreement, the interest must be used toward the Project and documented in the final report. If, after receipt of such a final report, the DEPARTMENT determines that the MEMORIAL CUBANO has been paid funds not in accordance with this Agreement, and to which it is not entitled, the MEMORIAL CUBANO shall return such funds to the COUNTY or submit appropriate documentation to support entitlement to such funds. The COUNTY shall have sole discretion in determining if the MEMORIAL CUBANO is entitled to such funds and the COUNTY's decision on this matter shall be binding. Additionally, the COUNTY shall recapture any unexpended or unallocated funds.

5.9 The MEMORIAL CUBANO anticipates that COUNTY funding for the project will be utilized first, and that any funds advanced by the MEMORIAL CUBANO will be reimbursed before any non-COUNTY funds are used on the project. Non-COUNTY funds are subject to the agreements that the MEMORIAL CUBANO has made with the source of those funds.

5.10 In the event that the MEMORIAL CUBANO has exhausted all funds for the Project before completion of said Project; it shall be the responsibility of the MEMORIAL CUBANO and/or the surety to complete construction of the Project.

5.11 If the payment request is for an advance of up to 25% or less of the total grant, the originally signed Payment Request form, provided by the DEPARTMENT, must be submitted and approved by the DEPARTMENT. An advance request need not be accompanied by a detailed expenditure report. 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. Under no circumstances shall the DEPARMENT fulfill any advance payment requests until any and all prior advance payment requests have been fully depleted in order to complete work, and all such advance payments and work shall be accounted for with proof of costs or expenditures, including but not limited to original invoices, bills, receipts, and cancelled checks. In addition, an updated Schedule of Values, indicating work completed to date (regardless of funding source(s)), the current work claimed, and the work remaining on the Project shall be submitted to the DEPARTMENT before any advance payment request is provided.

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. 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.

ARTICLE 6. PROHIBITED USE OF FUNDS.

The MEMORIAL CUBANO shall not utilize funds provided under this Agreement to retain legal counsel for any action or proceeding against the COUNTY or any of its agents, instrumentalities, employees, or officials arising out of this Project. The MEMORIAL CUBANO 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 arising out of this project. COUNTY funds shall not be used for religious purposes. The MEMORIAL CUBANO shall not co-mingle funds provided under this Agreement with funds received from any other funding sources.

ARTICLE 7. INSURANCE AND INDEMNIFICATION.

7.1 The MEMORIAL CUBANO, through its contractor, shall maintain during the term of this Agreement, the insurance specified below, and a Certificate of Insurance shall be filed with the certificate holder listed as: Miami-Dade County, Florida, General Services Administration, Risk Management Division, 111 NW 1st Street, Suite 2340, Miami, FL 33128. A copy of the insurance certificate shall be sent to Miami-Dade Parks, 275 N.W. 2nd Street, Room 544, Miami, Florida, 33128, prior to the commencement of this Agreement:

(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 combined single limit for bodily injury and property damage. Policy shall be endorsed to include the COUNTY as an additional insured. Policy will be endorsed to include Products Liability coverage when applicable.

(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 combined single limit for bodily injury and property damage.

7.2 No modification, change or cancellation of insurance shall be made without thirty (30) days written advance notice to Miami-Dade County, c/o Risk Management Division.

7.3 The Public Liability Insurance coverage as required above shall include those classifications as listed in Standard Liability Insurance Manuals, which are applicable to the operations of the MEMORIAL CUBANO, through its contractor, in the performance of this Agreement. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida. They shall have a general policyholder's rating "B" or better and financial rating no less than "Class V" as reported by Best's Key Rating Guide, published by A.M. Best Company, latest edition.

7.4 The MEMORIAL CUBANO 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 Agreement by the MEMORIAL CUBANO or its employees, agents, servants, partners principals or subcontractors. The MEMORIAL CUBANO 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. The

MEMORIAL CUBANO expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the MEMORIAL CUBANO 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 8. PAYMENT AND PERFORMANCE BOND.

The MEMORIAL CUBANO and its contractor shall obtain and deliver to the COUNTY a payment bond and separate performance bond, or such other alternate form of security, each which meet the requirements, as applicable, of Section 255.05, Florida Statutes, as set forth below, not less than ten (10) days prior to the anticipated commencement of the design, permitting, and construction of a Cuban Memorial Monument at Tamiami Park (Attachment C). Said separate payment and performance bonds shall be in favor of the COUNTY, the form of such bonds shall be as provided by Section 255.05, Florida Statutes and each shall be in the amount of the entire cost of the Project regardless of the source of funding. The County Mayor or the Mayor's designee shall have the right of approval of the surety bond, if applicable, which approval shall not be unreasonably withheld, in accordance with then applicable COUNTY criteria prior to execution and delivery of the bonds by the MEMORIAL CUBANO. The MEMORIAL CUBANO shall be responsible for recording the bonds and providing notice to subcontractors and suppliers, as required by Section 255.05 of the Florida Statutes. Said payment and performance bonds shall be maintained in full force and effect for the duration of this Agreement.

ARTICLE 9. REMOVAL OF CONSTRUCTION DEBRIS.

It shall be the responsibility of the MEMORIAL CUBANO to prepare and grade the site and remove any and all construction debris as defined by generally accepted construction industry practices.

ARTICLE 10. NOTICE TO PROCEED CONSTRUCTION.

10.1 The MEMORIAL CUBANO shall commence work upon issuance of a notice to proceed from the DEPARTMENT. Such notice to proceed shall be issued upon the occurrence of all of the following: (1) receipt of proof of Insurance pursuant to ARTICLE 7 herein, (2) receipt of proof of payment and performance bond pursuant to ARTICLE 8 herein, (3) approval of Project designs by the DEPARTMENT, pursuant to ARTICLE 11 herein, (4) receipt of proof of all required permits, pursuant

to ARTICLE 11 herein, (5) Submission of a Project Schedule and Schedule of Values, Pursuant to ARTICLE 2 herein and, (6) proof of funding for the complete cost of the Project, including any non-COUNTY funding source.

10.2 Issuance of the notice to proceed by the DEPARTMENT shall constitute an easement, license, and privilege to enter Tamiami Park and perform any acts required for the design, permitting, and construction of a Cuban Memorial Monument at Tamiami Park. The term of the easement shall be coextensive with the term of this Agreement.

ARTICLE 11. DESIGN AND CONSTRUCTION STAGE.

11.1 The MEMORIAL CUBANO shall seek prior review and written approval by the DEPARTMENT of any plans, specifications, selection of private consultants, and/or contractors, or any other item, prior to purchase or hiring. Additionally, the MEMORIAL CUBANO must seek prior review and written approval of plans and specifications from the COUNTY's Office of Americans with Disabilities Act Coordination.

11.2 The MEMORIAL CUBANO must submit to the DEPARTMENT copies of all permits, licenses and permitted plans for the Project.

11.3 Any approval provided by the COUNTY under this Article shall not constitute a waiver of any rights by the COUNTY under this Agreement or under applicable law.

11.4 The MEMORIAL CUBANO, through its contractor, has the sole responsibility for securing the Cuban Memorial Monument site at Tamiami Park and ensuring all job safety at that site during the term of this agreement.

ARTICLE 12. DOCUMENTS.

12.1 Copies of all reports and documents required under the Sunshine State loan policies and procedures shall be provided to the DEPARTMENT.

12.2 The MEMORIAL CUBANO shall execute and deliver to the COUNTY all affidavits and forms required under State, Federal and local law at the time of execution of this Agreement.

ARTICLE 13. RIGHT OF ENTRY.

The COUNTY shall have the right to enter the Project construction site at all times, upon reasonable notice to the MEMORIAL CUBANO and/or any contractor performing work at the Project.

ARTICLE 14. SIGNAGE AND PLAQUES.

The parties agree that the MEMORIAL CUBANO may affix to the Cuban Memorial Monument a sign or plaque commemorating the memorial, provided, however, that the design of such sign or plaque be in compliance with Article 7 of the Miami-Dade County Home Rule Charter. The design and size of any such plaque or sign and placement in the park must first be approved by the DEPARTMENT.

ARTICLE 15. OWNERSHIP AND INVENTORY.

15.1 Legal title to the Cuban Memorial Monument and any and all improvements to it shall be vested in the COUNTY, regardless of the status of payment by the COUNTY.

15.2 All capital items acquired for the Project by the MEMORIAL CUBANO with funds allocated in this Agreement shall become the property of the COUNTY. A capital item shall be an item that: (1) has a service life of at least one year; (2) is either complete within itself or is a major component of another item of property; (3) by definition cannot be defined as either supplies or materials; (4) will not be consumed or lose its identity; and (5) has a unit cost of $750.00 or more.

15.3 Capital items in this Agreement shall be considered COUNTY fixed assets and shall be inventoried as COUNTY property by the COUNTY.

ARTICLE 16. RECORDS, REPORTS, AUDITS, MONITORING, AND REVIEW.

16.1 The MEMORIAL CUBANO shall keep accounting records which conform with generally accepted accounting principles. All such records will be retained by the MEMORIAL CUBANO for not less than three (3) years beyond the term of this Agreement.

16.2 The MEMORIAL CUBANO understands that it may be subject to an audit by the DEPARTMENT or any other department. The MEMORIAL CUBANO shall provide access to the COUNTY of all of its records which relate to this Agreement at its place of business during regular business hours. The MEMORIAL CUBANO agrees to facilitate its review or audit by the COUNTY to insure compliance with applicable accounting and financial standards. The MEMORIAL CUBANO shall include any written agreement with subcontractors or major suppliers that such

subcontractors or major suppliers agree to submit to a COUNTY audit in accordance with this subsection.

16.3 It is understood that the MEMORIAL CUBANO is bound to provide progress reports. The MEMORIAL CUBANO shall provide copies of all progress reports to the DEPARTMENT. The MEMORIAL CUBANO also agrees to provide the DEPARTMENT monthly schedule updates. The MEMORIAL CUBANO agrees to provide to the DEPARTMENT additional progress reports detailing the expenditure of funds provided under this Agreement and the progress of the Project on a quarterly basis. Said reports shall be due on the 25th day of the month following the end of each quarter or as otherwise determined by the DEPARTMENT.

16.4 The COUNTY may monitor both fiscal and programmatic compliance with the terms and conditions of this Agreement. The MEMORIAL CUBANO shall permit the DEPARTMENT to conduct site visits and other techniques deemed reasonably necessary to fulfill the monitoring function. A report of the DEPARTMENT's findings will be delivered to the MEMORIAL CUBANO and the MEMORIAL CUBANO will rectify all deficiencies cited within the period of time specified in the report. If such deficiencies are not rectified, the COUNTY may suspend payments or terminate this Agreement. The DEPARTMENT shall conduct one or more formal management evaluation and performance reviews of the MEMORIAL CUBANO during the term of this Agreement. Continuation of this Agreement or future funding is dependent upon satisfactory evaluation conclusions.

ARTICLE 17. INSPECTOR GENERAL.

17.1 The COUNTY has established the Office of Inspector General, which is required to perform mandatory random audits on all COUNTY contracts throughout the duration of each contract. The cost of the audit for this Agreement shall be ¼ of 1 percent (.0025) of the total contract amount, which cost the MEMORIAL CUBANO agrees is included in the total contract amount. The audit cost will be deducted by the COUNTY from progress payments to the MEMORIAL CUBANO. The audit cost shall also be included in all change orders to this Contract and all contract renewals and extensions. Accordingly, the audit cost will be deducted from progress payments to the MEMORIAL CUBANO pursuant to all change orders, contract renewals, and extensions.

17.2 The Miami-Dade COUNTY Inspector General is authorized and empowered to review past, present and proposed COUNTY and Public Health programs, 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 Contract. The Inspector General is empowered to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, bid/proposal submittals, activities of the MEMORIAL CUBANO, its officers, agents and employees, lobbyists, COUNTY staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

17.3 Upon 14 days prior written notice to the MEMORIAL CUBANO from the Inspector General, the MEMORIAL CUBANO shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the MEMORIAL CUBANO's possession, custody or control, which, in the Inspector General's sole judgment pertain to performance of the Agreement, including, but not limited to original estimate files, change order estimate files, worksheets, proposals, and agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid/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.

17.4 The provisions in this section shall apply to the MEMORIAL CUBANO, its officers, agents, employees, subcontractors, and suppliers. The MEMORIAL CUBANO shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the MEMORIAL CUBANO in connection with the performance of this Agreement.

17.5 Nothing in this Agreement shall impair any independent right of the COUNTY to conduct audit or investigative activities. The provisions of this section are neither indented nor shall they be construed to impose any liability on the COUNTY by the MEMORIAL CUBANO or third parties.

ARTICLE 18. <u>NOTICES</u>.

It is understood and agreed between the parties that written notice addressed to the following parties and addresses shall constitute sufficient notice under this Agreement:

To Park and Recreation
Department:

Office of the Director
Park and Recreation Department
c/o Miami-Dade County
275 N.W. 2nd Street, 5th Floor
Miami, Florida 33128

With copies to:

Deputy Director
Park and Recreation Department
c/o Miami-Dade County
275 N.W. 2nd Street, 5th Floor
Miami, Florida 33128

To MEMORIAL CUBANO:

President
Memorial Cubano, Inc.
6550 SW 40th Street
Miami, FL 33155

ARTICLE 19. 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 MEMORIAL CUBANO is only a recipient of funding support and not an instrumentality of the COUNTY. Furthermore, the MEMORIAL CUBANO agents and employees are not agents or employees of the COUNTY as a result of this Agreement.

ARTICLE 20. MISCELLANEOUS.

20.1 It is understood and agreed between the parties hereto that the Project is being funded by the COUNTY. Further, by acceptance of these funds, the MEMORIAL CUBANO agrees that events or Projects funded by this Agreement shall recognize the COUNTY as the funding source. The MEMORIAL CUBANO shall ensure that all publicity, public relations, advertisements, and signs recognize the COUNTY for the support of all contracted activities. This is to include, but is not limited to: all signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationery. All publicity, public relations, advertisements and 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, subject to COUNTY approval. The MEMORIAL CUBANO shall ensure that all media representatives, when inquiring about the Project, are informed that the COUNTY is a funding source.

20.2 The parties agree that no assignment or subcontract will be made or let in connection with this Agreement without prior written approval of the Park and Recreation Department, which approval will not be unreasonably withheld, and that all subcontractors and assignees shall be governed by the terms and conditions of this Agreement.

20.3. 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.

20.4 This Agreement is signed in two (2) counterparts, and each counterpart shall constitute an original of this Agreement.

20.5 This Agreement, with its attachments as referenced below, contains all the terms and conditions agreed upon by the parties. This Agreement may be amended upon the written approval of the President of the MEMORIAL CUBANO and a resolution passed by the Board of County Commissioners (BOARD). The County Mayor or the Mayor's designee is authorized to enter into and execute amendments to this Agreement for and on behalf of Miami-Dade COUNTY pursuant to a BOARD resolution.

20.6 No other Agreement, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or bind any of the parties hereto. If any provision of this Agreement is held invalid or void, the remainder of this agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

ARTICLE 21. <u>PROOF OF LICENSURE AND CERTIFICATION</u>.

21.1 If the MEMORIAL CUBANO is required by the State of Florida or Miami-Dade County to be licensed or certified to provide the services outlined in the Scope of Services (Attachment A), the MEMORIAL CUBANO 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: construction trades and professional architecture and engineering services. However, it is understood that the scope of services outlined in "Attachment A" are to be provided by entities other than the MEMORIAL CUBANO itself.

21.2 If the MEMORIAL CUBANO 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 sixty (60) days of execution of this Agreement may result in termination of Agreement.

ARTICLE 22. CONFLICT OF INTEREST.

The MEMORIAL CUBANO 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 23. BREACH OF AGREEMENT: COUNTY REMEDIES.

23.1 Breach: A breach by the MEMORIAL CUBANO shall have occurred under this Agreement if:

(a) The MEMORIAL CUBANO fails to provide the services outlined in the Scope of Services (Attachment A) within the effective term of this Agreement;

(b) the MEMORIAL CUBANO ineffectively or improperly uses COUNTY funds allocated under this Agreement;

(c) the MEMORIAL CUBANO does not furnish the Certificates of Insurance required by this Agreement or as determined by the COUNTY's Risk Management Division;

(d) the MEMORIAL CUBANO does not furnish proof of licensure/certification required by this Agreement;

(e) the MEMORIAL CUBANO 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;

(f) the MEMORIAL CUBANO does not submit or submits incomplete or incorrect required reports;

(g) the MEMORIAL CUBANO refuses to allow the COUNTY access to records or refuses to allow the COUNTY to monitor, evaluate, and review the MEMORIAL CUBANO program;

(h) the MEMORIAL CUBANO discriminates under any federal, state, or local laws;

(i) the MEMORIAL CUBANO falsifies or violates the provisions of any affidavit attached hereto and incorporated by reference under Articles and Sections herein;

(j) the MEMORIAL CUBANO attempts to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement;

(k) the MEMORIAL CUBANO fails to correct deficiencies found during a monitoring, evaluation or review within the specified time;

(l) the MEMORIAL CUBANO fails or refuses to return all items of capital improvements in the same condition as received at the beginning of the agreement except ordinary wear and tear;

(m) the MEMORIAL CUBANO fails to submit the Certificate of Corporate Status, Board of Directors Requirement or proof of tax status;

(n) the MEMORIAL CUBANO fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements, and stipulations in this Agreement; or

(o) the MEMORIAL CUBANO fails to maintain the payment and performance bond(s).

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.

23.2 COUNTY Remedies. If the MEMORIAL CUBANO breaches this Agreement, the COUNTY may pursue any or all of the following remedies:

(a) The COUNTY may terminate this agreement by giving written notice to the MEMORIAL CUBANO 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: (1) request the return of all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared, and capital equipment secured by the MEMORIAL CUBANO with COUNTY funds under this Agreement; (2) seek reimbursement of COUNTY funds allocated to the MEMORIAL CUBANO under this Agreement that are not spent or encumbered; (3) terminate or cancel any other contracts entered into between the COUNTY and the MEMORIAL CUBANO. The MEMORIAL CUBANO shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees.

(b) The COUNTY may suspend payment in whole or in part under this Agreement by providing written notice to the MEMORIAL CUBANO 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 MEMORIAL CUBANO 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 MEMORIAL CUBANO. The MEMORIAL CUBANO shall be responsible for all the direct and indirect costs associated with such suspension, including attorney's fees;

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

(d) If, for any reason, the MEMORIAL CUBANO should attempt to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement, the COUNTY may debar the MEMORIAL CUBANO from future COUNTY contracting for up to five years and, the COUNTY shall, whenever practical, terminate this Agreement by giving written notice to the MEMORIAL CUBANO of such termination. The notice to the MEMORIAL CUBANO of such termination and specifying the effective date shall be provided at least five (5) days before the effective date of such termination. The COUNTY may terminate or cancel any other contracts which the MEMORIAL CUBANO has with the COUNTY. The MEMORIAL CUBANO shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

(e) Any other remedy available by law or equity.

23.3 Termination for Convenience The County Mayor or the Mayor's designee is authorized to terminate this Agreement on behalf of the COUNTY.

23.4 Damages Sustained Notwithstanding the above, the MEMORIAL CUBANO shall not be relieved of any liability to the COUNTY for property damages sustained by the COUNTY by virtue of any breach of the Agreement by the MEMORIAL CUBANO, and the COUNTY may withhold any payments to the MEMORIAL CUBANO for a reasonable time until/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 MEMORIAL CUBANO shall be responsible for all direct and indirect costs associated with such action, including attorney's fees.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective and duly authorized officers the day and year first written above.

(SEAL)

ATTEST: MEMORIAL CUBANO, Inc.

By: _____ 9/23/09
(Signature of President or Vice-President) Date

FRANCISCO GARCIA
Type or Print Name

By: _____ 9.22.09
(Signature of Secretary or Treasurer) Date

EMILIO F. SOLERNOU
Type or Print Name

WITNESS:

By: _____ 9-22-09
(Signature of Witness) Date

ROSE M. GRAND-PIERRE
Type or Print Name

ATTEST: MIAMI-DADE COUNTY, FLORIDA
Harvey Ruvin, Clerk

By: _____ _____
Carlos A. Alvarez Date
County Mayor

By: _____ _____
Deputy Clerk Date

Approved as to form
and legal sufficiency. _____
County Attorney

ATTACHMENT A

MONUMENTO DEL MEMORIAL CUBANO

BORROTO ARCHITECTS

Construction Costs: Phase I

Obelisk, Groundwork, Landscaping & Lighting

	Estimate	Allowance	Total
General Conditions	52,000	-	52,000
Site Work	36,000	-	36,000
Concrete & Related	120,000	-	120,000
Masonry	2,000	-	2,000
Metal	-	-	-
Wood & Plastic	5,000	-	5,000
Moisture Protection	5,000	-	5,000
Doors & Windows	-	-	-
Finishes	-	50,000	50,000
Specialties	-	-	-
Equipment	2,000	-	2,000
Furniture	-	-	-
Special Construction	-	10,000	10,000
Conveying System	-	-	-
Mechanical	-	-	-
HVAC	-	-	-
Plumbing	-	-	-
Electrical	-	25,000	25,000
Fire Alarm	-	-	-
Power	-	-	-
Generator	-	-	-
Light Fixtures	-	20,000	20,000
Subtotal	222,000	105,000	327,000
Contingency (10%)			32,700
Subtotal			359,700
Overhead (10%)			35,970
Subtotal			395,670
Profit (10%)*			39,567
Subtotal			435,237
*Donation of 50% of Profit			19,784
Grand Total			415,454

Last revised 07-10-09

BORROTO ARCHITECTS

MONUMENTO DEL MEMORIAL CUBANO

Cost Estimate

Soft Costs	Cost	In-kind	Balance Remaining
PRE-CONSTRUCTION			
Architecture Borroto Architects	$ 40,000	$ 40,000	$ -
Structural Engineering Eugenio Santiago	15,000	15,000	$ -
Electrical & Plumbing Engineering Carlos M. Barrenechea	10,000	10,000	$ -
Construction Cost Estimator Mario Pons	3,000	3,000	$ -
Soil Borings	10,000	10,000	$ -
Surveying	2,000	2,000	$ -
CONSTRUCTION			
Construction Administration Borroto Architects	6,000	-	$ 6,000
Threshold Inspections Eugenio Santiago	8,000	-	$ 8,000
Accounting	5,000	5,000	$ -
Legal	3,000	3,000	$ -
Totals	$ 102,000	$ 88,000	$ 14,000

Last revised 07-10-09

ATTACHMENT B

MIAMI-DADE COUNTY
PARK AND RECREATION DEPARTMENT

SUBCONTRACTOR'S / SUPPLIER'S RELEASE OF CLAIM

NOTE: The General Contractor shall attach this statement, completed by each Subcontractor whose work appears o the prior requisition for payment or has work in place since the last requisition for payment.

Project No.: _____ Date: _____

Project Title: _____

Subcontractor: _____

Requisition No.: _____ From: _____ To: _____

Amount: _____

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments appeared _____ who, after being first duly sworn, upon oath, disposes and says that pursuant to th provisions of his contract for said project, all money due him under prior requisitions for payment have been paid t him by _____, the General Contractor.

(COMPANY SEAL)

_____
Legal Name of Subcontractor

_____
Title

_____
Signature

State of _____)
) SS
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ b _____ on behalf of _____.

[ ] who is personally known to me or [ ] who has produced _____ as identification and who [ ] did [did not take an oath.

Notary Signature: _____

Type or Print Name: _____

Notary Seal:

ATTACHMENT C

SURETY PERFORMANCE AND PAYMENT BOND

By this Bond, We_____, as Principal, whose principal business address is _____, as Contractor under the contract dated _____, between Principal and Miami-Dade County for the construction of _____, Project No. _____ (herein after referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and _____, a _____, whose principal business address is_____, as Surety, are bound to Miami-Dade County (hereinafter referred to as "County") in the sum of _____ (U.S. dollars) $_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs all the work under the Contract, including but not limited to guarantees, warranties and the curing of latent defects, said Contract being made a part of this bond by reference, and in the times and in the manner prescribed in the Contract, including any and all damages for delay; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all losses, damages, including damages for delay, expenses, costs and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract, including but not limited to a failure to honor all guarantees and warranties or to cure latent defects in its work or materials within 5 years after completion of the work under the Contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the Contract, including all warranties and curing all latent defects within 5 years after completion of the work under the Contract;

then this bond is void; otherwise it remains in full force.

If no specific periods of warranty are stated in the Contract for any particular item or work, material or equipment, the warranty shall be deemed to be a period of one (1) year from the date of final acceptance by the County. This Bond does not limit the County's ability to pursue suits directly with the Principal seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(3)(c), Florida Statutes.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

SURETY PERFORMANCE AND PAYMENT BOND (Cont'd)

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the _____ day of _____, 20__.

CONTRACTOR

_____
(Contractor Name)

BY: _____

(President) (Managing Partner or Joint Venturer)

(SEAL)

COUNTERSIGNED BY RESIDENT FLORIDA AGENT OF SURETY:

SURETY:

_____

_____

(Copy of Agent's current Identification Card as issued by State of Florida Insurance Commissioner must be attached)

By: _____

Attorney-in-Fact

(CORPORATE SEAL)

(Power of Attorney must be attached)

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

ATTACHMENT 2

Memorandum

MIAMI-DADE COUNTY

Date: October 16, 2007

Amended
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: Cuban Memorial Monument Grant Agreement

R-1170-07

Recommendation

It is recommended that the Board waive formal competitive bid procedures pursuant to Section 5.03(D) of the Home Rule Charter and Section 2-8.1(B) of the Code of Miami-Dade County, and authorize execution of a grant agreement with Memorial Cubano, Inc. in an amount not to exceed $200,000, for the design and construction of a Cuban Memorial Monument at Tamiami Park.

Scope

Tamiami Park is located at 11201 SW 24 Street in Commission District 11.

Fiscal Impact/Funding Source

The grant award of $200,000 consists of financing proceeds allocated for the construction of the Cuban Memorial Monument at Tamiami Park.

Track Record/Monitor

This is the first project by Memorial Cubano, Inc. with the Miami-Dade County Park and Recreation Department (PRD). The PRD, Planning and Development Section will monitor the grant agreement.

Background

Memorial Cubano, Inc. was founded in 2003 as a Florida non-profit organization dedicated to honoring the victims of communist Cuba's government. Once a year, for the past five years, the group has held a memorial at Tamiami Park to denounce the history of crimes committed by Fidel Castro's regime and pay tribute to the thousands of victims who have made the ultimate sacrifice for freedom and democracy for Cuba.

In 2006, Memorial Cubano, Inc. approached the PRD offering to place the permanent monument in Tamiami Park (Exhibit 1). In accordance with Administrative Order 1-3, Gifts to the County, donations of artwork or commerative structures of artistic merit shall be reviewed by Art in Public Places. PRD submitted an application for Art in Public Places Review and subsequently on February 16, 2006 received a favorable recommendation from Art in Public Places for a Cuban Memorial Monument in Tamiami Park (Exhibit 2).

The Cuban Memorial Monument project is estimated to cost approximately $725,715. As sponsor and manager of the project, Memorial Cubano, Inc. has secured $100,000 of in-kind donations for the architectural and engineering services, and has committed to provide $425,715 of cash and in-kind donations for the cost of construction above the County's grant award. This grant is structured on a reimbursement basis, and funds will be distributed

as Memorial Cubano Inc. submits certified payment requests to PRD. This grant has a funding ratio of greater than 2 to 1 of Memorial Cubano funds to County funds.

Given Memorial Cubano Inc.'s vision for this memorial project and its commitments to funding, design, construction, and long-term care, it is in the best interest of the County to waive formal competitive bid procedures pursuant to Section 5.03(D) and 2-8.1(B) of the code of Miami-Dade County and authorize award of the County's $200,000 in funding for the project as a grant to Memorial Cubano, Inc. (Exhibit 3). Awarding this grant to Memorial Cubano, Inc. will contribute positively to the County by providing a commerative structure to educate the public on the history of this struggle. The memorial will be located on a site within Tamiami Park that is not in conflict with any current or future park use.

Attachments

Alex Muñoz
Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: October 16, 2007

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

SUBJECT: Amended 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

3-30

Approved _____ Mayor
Veto _____
Override _____

Amended
Agenda Item No. 8(M)(1)(A)
10-16-07

RESOLUTION NO. R-1170-07

RESOLUTION AUTHORIZING THE WAIVER OF FORMAL COMPETITIVE BID PROCEDURES PURSUANT TO SECTION 5.03(D) OF THE HOME RULE CHARTER AND SECTION 2-8.1(B) OF THE CODE OF MIAMI-DADE COUNTY BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT; AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXECUTE A GRANT AGREEMENT WITH MEMORIAL CUBANO, INC., IN AN AMOUNT NOT TO EXCEED $200,000 FOR THE DESIGN AND CONSTRUCTION OF A CUBAN MEMORIAL MONUMENT AT TAMIAMI PARK FOR AND ON BEHALF OF MIAMI-DADE COUNTY, AND TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

WHEREAS, MEMORIAL CUBANO, INC. (MEMORIAL CUBANO) was founded in 2003 as a Florida non-profit organization dedicated to honoring the victims of Fidel Castro's regime; and

WHEREAS, The Memorial Cubano project constitutes a fervent effort by the Cuban exile community joining forces to denounce the history of crimes committed by Fidel Castro's regime since January 1st 1959, and is a tribute to the thousands of victims who have made the ultimate sacrifice for freedom and democracy for Cuba; and

WHEREAS, once a year the Cuban Memorial honors the victims of communist Cuba's government, including those who died in Cuban prisons, rafters who perished at sea while trying to escape, and those who were killed by firing squads, through the placement of white crosses for each confirmed and verified death attributed to the Castro regime; and

WHEREAS, MEMORIAL CUBANO desires to design, permit, and construct a Cuban Memorial Monument at Tamiami Park in compliance with all federal, state, and local laws (herein also referred to as the Project"); and

WHEREAS, the Board desires to give the MEMORIAL CUBANO a grant in an amount not to exceed $200,000 for the Project to be funded from financing proceeds; and

WHEREAS, the County owns Tamiami Park, located at 11201 SW 24th Street,

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

Section 1. The recital clauses enumerated above are true and correct and are incorporated herein by reference.

Section 2. This Board finds that it is in the best interest of the County to waive formal competitive bid procedures pursuant to Section 5.03(D) of the Home Rule Charter and Section 2-8.1(B) of the Code of Miami-Dade County by a two-thirds (2/3) vote of the Board members present, and authorizes the County Mayor or his designee to execute a grant agreement with MEMORIAL CUBANO, INC., substantially in the form attached hereto and made a part hereof, in an amount not to exceed $200,000 of financing proceeds, to design and construct a Cuban Memorial Monument at Tamiami Park for and on behalf of Miami-Dade County, and to exercise any cancellation and renewal provisions and any and all other rights conferred therein.

The foregoing resolution was offered by Commissioner Rebeca Sosa, who moved its adoption. The motion was seconded by Commissioner Joe A. Martinez 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	aye
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 16th day of October, 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

KAY SULLIVAN
Deputy Clerk

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

Diamela Del Castillo

Exhibit 1

MEMORIAL CUBANO

Victimas del regimen de Fidel Castro

March 29, 2006

Vivian Donnell Rodriguez, Director
Miami-Dade County Park and Recreation Department
275 NW 2nd Street, Suite 514
Miami, Florida 33128

Re: El Memorial Cubano

Dear Ms. Rodriguez:

Please accept this letter as our offer to donate the "El Memorial Cubano" monument to be located in Tamiami Park. The purpose of the memorial is to preserve the memory of the thousands of victims who have perished seeking freedom from the Cuban Communist Holocaust. This historical memorial monument will positively contribute to the Park, a place frequented and enjoyed by multiple generations of Cuban-Americans, and is sure to make a lasting impact on future generations.

We will gladly formalize this commitment to you in an agreement of your choosing.

Thank you for your support of this important memorial project. We look forward to working closely with you to make our dream a reality.

Sincerely,

Renato Gomez
for the Cuban Memorial Organizing Committee

Francisco Garcia
for the Cuban Memorial Organizing Committee

6660 S.W. 24th Street, Miami, FL 33155 Tel: 786.621.7505

www.MemorialCubano.org

Memorandum

MIAMI-DADE COUNTY

Exhibit 2

Date: January 19, 2006

To: Ivan Rodriguez, Director
Art in Public Places

From: Vivian Donnell Rodriguez, Director
Park and Recreation Department

Subject: Tamiami Park
Cuban Memorial
Application for Art in Public Places Review

In accordance with Administrative Order 1-3, Gifts to the County, we are submitting the attached application for a memorial structure at Tamiami Park, located at 11201 SW 24 Street. The Administrative Order requires that we obtain the recommendation of the Art in Public Places Trust before we submit our recommendation to the County Manager for his approval.

Tamiami Park was selected as the optimum place for the Cuban Monument because of the large number of local area residents of Cuban origin and because it contains no other monumental structures. It is a park that attracts and is able to support a large number of visitors. The monument will contribute positively to the park by providing an object to educate the public who may not be aware of the history of this struggle.

The monument will occupy a small portion of the Park, approximately a 100-ft.-diameter circle, next to the FIU Stadium, as shown on the attached plan. In this way, visitors to the monument will be able to park in the lot south of the stadium without impacting existing recreational facilities. The structure is surrounded and defined by a planting of large Royal Palms.

Before any construction is allowed, we will confirm that the structure meets the requirements of the South Florida Building Code and any other applicable regulations. During and after construction there will be no cost to this Department because donors have committed to pay for all construction, operation, and maintenance expenses, including any identification plaques on the structure.

Attached is the application for the Art in Public Places program. If you have any questions, you can contact Howard Gregg at 305-755-7877.

Attachments

VDR:rk

cc: W. Howard Gregg, Assistant Director, Planning and Development
Barbara Falsey, Chief, Planning and Research Division

ACCEPTANCE/REJECTION OF ARTWORK AND/OR COMMEMORATIVE DONATIONS
BY
SPONSORING DEPARTMENT

1. What is the description of the artwork and/or commemorative gift being proposed or donated (size, shape, type of material, normal installation or special installation requirements, and operational expenses (electricity, for example); also attach photographic and other documentation relevant to its value or merit)?

See Attachment

2. Is there a site available (land, building, or location) that is neither developed nor planned for future development?

See Attachment

3. Does the artwork and/or commemorative gift directly or indirectly affect the department or facility level of service standards?

See Attachment

4. Will the artwork and/or commemorative gift or its location adversely impact the effectiveness of service delivery? _____

See Attachment

5. Does the artwork and/or commemorative gift acknowledge a person(s), place, or event that warrants broad and enduring public recognition? _____

See Attachment

6. What stipulations, considerations, or modifications, if any, are necessary? _____

See Attachment

7. What is the justification to either accept or reject the artwork and/or commemorative gift, and explain why? _____

See Attachment

8. What other comments might be offered, if any?_____

_____

_____

_____

_____

Acceptance X

Rejection _____

Date: 2/16/06 Signed _____

NOTE: PLEASE FORWARD TO DIRECTOR, ART IN PUBLIC PLACES, SUITE 610, METRO-DADE CENTER, 111 N. W. FIRST STREET, MIAMI, FLORIDA 33128-1982.

Attachment to Application for Art in Public Places

1. Description
The artwork will consist of an outer circle of Cuban Royal Palms (Roystonea elata), a paved five-pointed star pattern on the ground, with five 8-foot high slabs of granite and mosaic tile around the center, and at the center, an 11-foot square, 35-foot high column with the star motif at its peak. Attached are plans for the monument.

2. Development site
The location of the monument, next to the FIU Stadium that is a gathering point for many people, will provide a public reminder of the struggle that has marked the history of the Miami area. The site is available because it is not developed, nor was it planned for future development. In addition, its location will not interfere with any park activities.

3. Level of Service Impact
The concurrency level of service for parks will not be affected by the location of the monument in Tamiami Park because, since the memorial has an open configuration, it will not reduce public enjoyment of the open space.

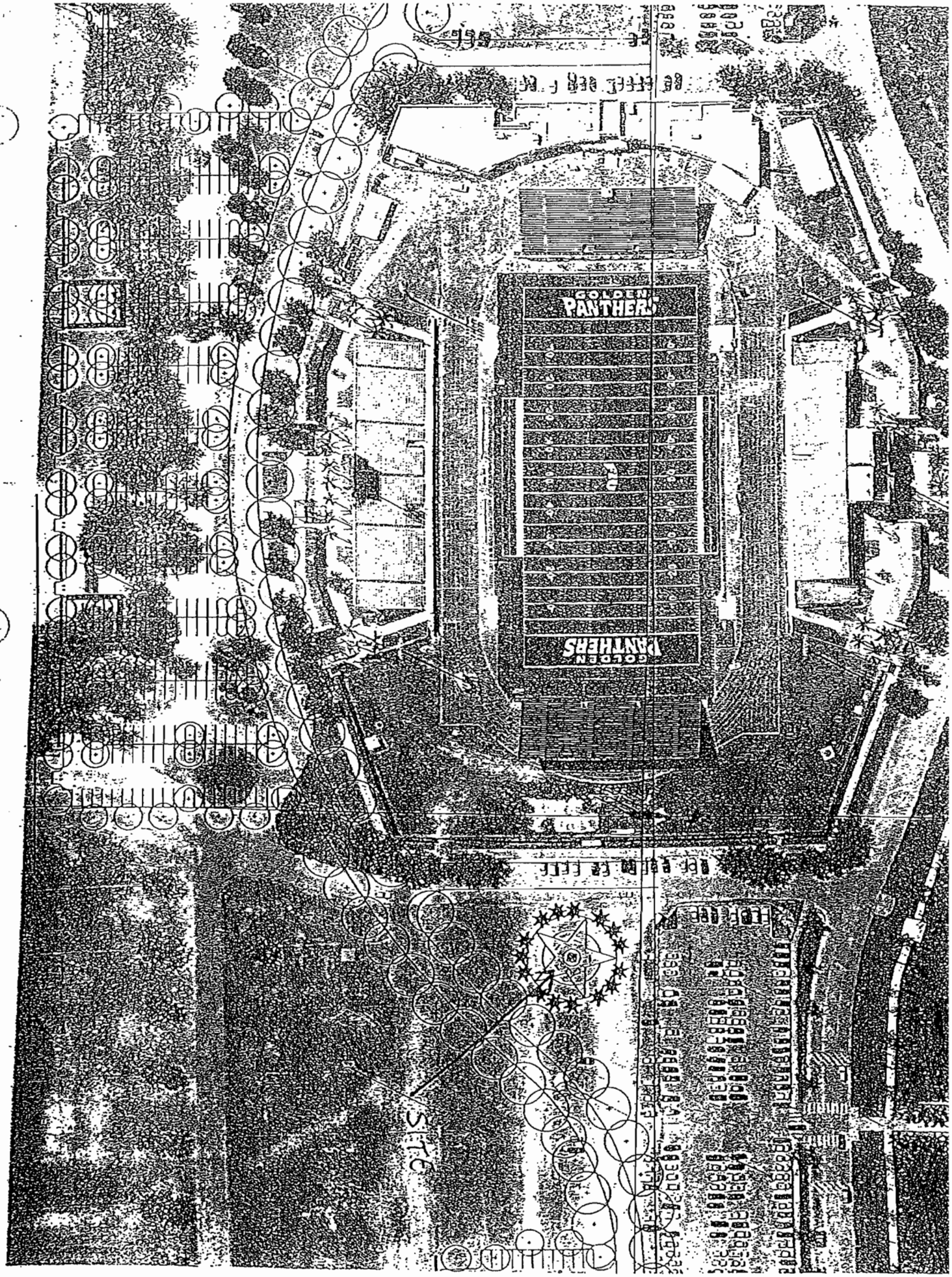
4. Impact on Effectiveness of Service Delivery
The memorial is located so that it will not interfere with or have any adverse impact on the service delivery at Tamiami Park.

5. Broad and Enduring Public Recognition
The memorial is for the many people who have died in their struggle for the freedom of their native country, Cuba. The many people in the Tamiami Park area whose lives have been deeply affected by this struggle will appreciate this monument and what it represents. It will also serve to educate the public who may not be aware of the struggle.

6. Stipulations, considerations, modification needed
The Department of Planning and Zoning may consider that the monument requires an additional Government Facilities Hearing, in accordance with Section 33.303 of the County Code. The Building Department may request modifications to the structure to comply with the current building code. Otherwise, there are no modifications needed for the monument.

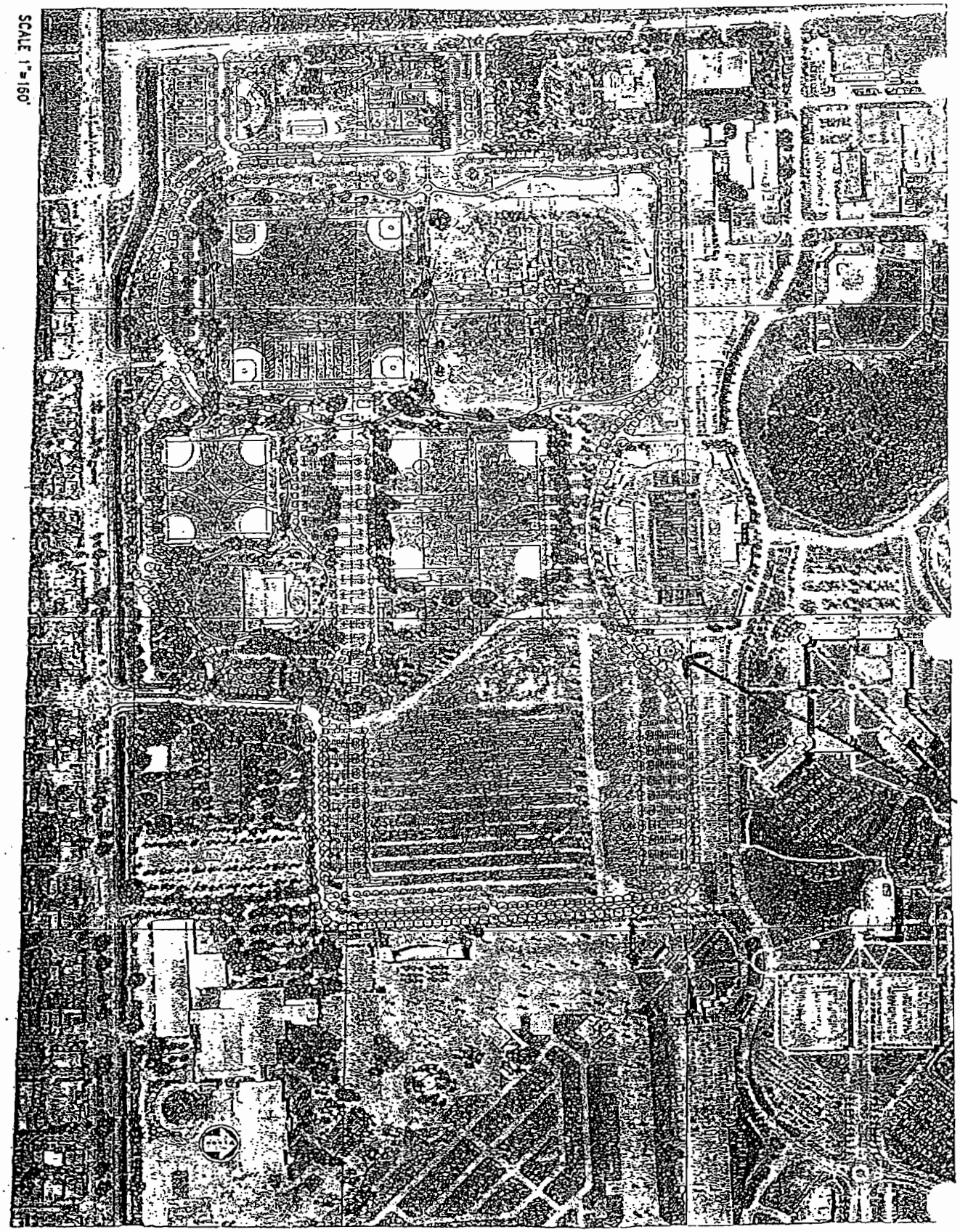
7. Justification to accept the artwork
The construction, continued maintenance, and operation of the monument will be paid with private donor resources, so it will not create a burden on this Department.

12



3

SCALE 1"=160'



14

TAMIAMI PARK
GENERAL PLAN
SW 107 AVE AND CORAL WAY
Drawing Title: SITE LOCATION

Miami-Dade County
Park and Recreation Department

41

Administrative Order

MIAMI-DADE

Administrative Order No.: 1-3

Title: Gifts to the County

Ordered: 3/17/1992 **Effective: 3/27/1992**

AUTHORITY:

Section 4.02 and 4.03 of the Metropolitan Dade County Charter and Resolution No. 5377, dated June 28, 1960, as amended by Resolution R-1178-81, dated July 21, 1981.

SUPERSEDES:

This Administrative Order supersedes previous Administrative Order 1-3, dated July 21, 1981.

POLICY:

The authority to accept or reject gifts, donations, artwork, commemorative and/or memorial structures, and devises or bequests offered to the County with a fair market value greater than $1,000 lies with the County Manager, on behalf of Metropolitan Dade County.

The authority to accept or reject gifts, donations, artwork, commemorative and/or memorial structures, and devises or bequests offered to the County with a fair market value less than $1,000 shall lie with the Department Director of the department receiving the offer. All departments must send an itemized list of gifts both accepted or rejected on a quarterly basis to the County Manager.

CASH GIFTS:

The authority to accept or reject cash gifts or donations lies with the department director, if under $1,000, and with the County Manager if over $1,000. All cash gifts must be deposited in an appropriate County Trust Fund, or other fund approved by the Finance Department, based upon conditions and limitations, if any, stipulated by the donor. All expenditures must be by standard County procedures.

POLICY STATEMENT:

The policy is oriented toward encouragement of beneficial material gifts if such gifts are deemed by the County to contribute positively to public places, lands, and

buildings. The policy reflects the intention of the County to accept donations which are useful or aesthetically pleasing to the sponsoring department, in particular, and the County, in general, while seeking to preserve public places against narrow interest uses, unsightly modifications or inappropriate changes of character, or long-term costly maintenance obligations.

DENIAL OF REQUEST:

Requests to make donations may be denied for any reason including but not limited to any of the following considerations:

1. The public benefit to be derived from the donation may be less than the cost of maintaining the donation;
2. Public space at the intended location may be more appropriately used for other purposes;
3. An excessive proliferation of such donations may exist or may be encouraged;
4. The aesthetic or functional qualities of the donations are judged to be inappropriate;
5. The source of the donation is judged to be inappropriate; or
6. Any other aspect of the donation is judged inappropriate.

EXCLUSION:

Any and all County public rights-of-way (public property, street easement, highway, sidewalk or swale area) in unincorporated Dade County will be excluded from the placement of commemorative and/or memorial structures, as well as all forms of artwork. Additionally, areas, in general, that might endanger the public safety will be excluded.

ART AND ARCHITECTURAL OBJECTS:

Donations of artwork or commemorative structures of artistic merit shall be reviewed by Art in Public Places following the procedures described herein. Artwork or structures of a commemorative and/or memorial nature will only be permitted in public buildings or public land holdings upon the following conditions:

1. The proposed acquisition has been reviewed by the Art in Public Places Trust and its Professional Advisory Committee, and
2. It meets structural and fabrication design as outlined by industry standards, the requirements of the South Florida Building Code and all other applicable regulations.
3. The structure or feature improves the recreational or resource ability of a public building, or public land holding; or
4. It contributes to the public's understanding of the site's unique history, geology, geography, use or culture; or
5. It acknowledges public service that has broad and community benefit.

For donations of artwork or commemorative and/or memorial structures of artistic merit, valued in excess of $1,000, the sponsoring department will forward a completed questionnaire, with department director recommendation and any other pertinent information, to Art in Public Places Trust. The Art in Public Places Trust shall review the proposed acquisition in accordance with its formally adopted Gift Policy, as it may be amended from time to time by the Trust. The recommendation of the Art in Public Places Trust will be forwarded to the sponsoring department director, for his further review, then the director will forward his recommendation, along with that of the Trust, to the County Manager for his final review and approval.

Upon recommendation by the Art in Public Places Trust, the County Manager may authorize the removal, sale or disposal of any artwork or architectural structures.

Donors will cover the cost of any and all expenses connected with the initial installation of the artwork or commemorative and/or memorial structures, and other display needs, including an appropriate identification plaque and maintenance by specialized experts, if required, and for operational expenses, if necessary.

ACKNOWLEDGMENT OF OFFERS:

Upon acceptance or rejection of a donation or gift by either the Department Director or the County Manager, the donor shall receive a letter expressing gratitude on behalf of the County Commission. This letter should be prepared by the department for appropriate signature. The Department Director shall retain a copy of the same. The County will not provide appraisal certification or valuation to the donor.

This Administrative Order is hereby submitted to the Board of County Commissioners of Dade County, Florida.

Joaquin G. Aviñó, P.E., P.L.S.
County Manager

GRANT AGREEMENT BETWEEN MIAMI-DADE COUNTY AND MEMORIAL CUBANO INC.

THIS AGREEMENT made on this 17th day of November 2008, by and between MIAMI-DADE COUNTY, hereinafter referred to as the "COUNTY", a political subdivision of the State of Florida, by and through its PARK & RECREATION DEPARTMENT hereinafter referred to as the "DEPARTMENT" and MEMORIAL CUBANO, INC., a Florida non-profit membership organization, hereinafter referred to as "MEMORIAL CUBANO."

WHEREAS, MEMORIAL CUBANO was founded in 2003 as a Florida non-profit organization dedicated to honoring the victims of Fidel Castro's regime; and

WHEREAS, The Memorial Cubano Monument project constitutes a fervent effort by the Cuban exile community joining forces to denounce the history of crimes committed by Fidel Castro's regime since January 1st 1959, and is a tribute to the thousands of victims who have made the ultimate sacrifice for freedom and democracy for Cuba; and

WHEREAS, Once a year, the Cuban Memorial honors the victims of communist Cuba's government, including those who died in Cuban prisons, rafters who perished at sea while trying to escape, and those who were killed by firing squads; and

WHEREAS, the DEPARTMENT has $200,000.00 of County Capital Outlay Reserve Funds (CORF); and

WHEREAS, by combining $200,000.00 of CORF monies, and MEMORIAL CUBANO's efforts to raise the estimated balance of $425,715.00, either in cash or in-kind donations as listed in Exhibit A, project budget, the MEMORIAL CUBANO will be able to construct a Cuban Memorial Monument at Tamiami Park for public use; and

WHEREAS, the MEMORIAL CUBANO desires to design and construct a Cuban Memorial Monument at Tamiami Park in compliance with all federal, state, and local laws (herein also referred to as the "Project"); and

WHEREAS, the COUNTY has committed an amount not to exceed $200,000.00 for this purpose; and

WHEREAS, the COUNTY owns Tamiami Park, located at 11201 SW 24 Street,

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

ARTICLE 1. RECITALS.

All recitals set forth above are incorporated into this agreement and made a part hereof.

ARTICLE 2. SCOPE OF SERVICES.

2.1 The MEMORIAL CUBANO agrees to oversee the design, permitting and construction of The Cuban Memorial Monument at Tamiami Park. This includes the furnishing of all architecture and engineering services, permitting, labor, materials, and equipment necessary to complete the project.

2.2 The MEMORIAL CUBANO agrees to provide professional architectural and engineering services in furtherance of the Scope of Services/Project Budget outlined in Attachment A.

2.3 The MEMORIAL CUBANO agrees to provide a Project Schedule, detailing each major work item and the date in which the item is expected to be completed, before design and construction on the monument commences.

2.4 The MEMORIAL CUBANO agrees to submit a Schedule of Values, detailing each major work item and the value thereof, before design and construction on the monument commences. The sum of all values shall equal the total amount granted by the COUNTY to the MEMORIAL CUBANO for the Project plus amounts funded by the current owner and the amount funded by the MEMORIAL CUBANO for the design, permitting, and construction of a Cuban Memorial Monument.

2.5 The MEMORIAL CUBANO agrees to procure construction services in accordance with Section 255.20, Florida Statutes.

ARTICLE 3. TERM.

Both parties agree that the effective term of this Agreement is from the execution by all parties to the later of (i) September 30, 2008, or (ii) the date on which the MEMORIAL CUBANO receives a certificate of occupancy for the design, permitting, and construction of a Cuban Memorial Monument and final acceptance from the COUNTY.

ARTICLE 4. AMOUNT PAYABLE.

4.1 The parties acknowledge that the COUNTY granted funds for this project will come from financing proceeds of $200,000, and shall be expended and/or encumbered solely in a manner to provide for the design, permitting, and construction of a Cuban Memorial Monument at Tamiami Park.

4.2 Subject to available funds, the maximum amount payable for services rendered under this agreement shall not exceed $200,000 from financing proceeds; the Project Budget is incorporated by reference and is attached hereto as Attachment A.

ARTICLE 5. PAYMENT.

5.1 The COUNTY agrees to pay the MEMORIAL CUBANO for such services rendered under this Agreement based on the Scope of Services and Schedule of Values submitted by the MEMORIAL CUBANO. The MEMORIAL CUBANO will contract for the design, permitting, and construction of a Cuban Memorial Monument at Tamiami Park.

5.2 Payment shall be made in accordance with the procedures below.

5.3 The MEMORIAL CUBANO shall be paid for design work and all labor and materials actually incorporated into the Project, and shall be paid only upon submission to the DEPARTMENT of a Capital Project Payment Certificate and approval by the DEPARTMENT of the work completed. Such Capital Project Payment Certificate shall be accompanied by proof of cost or expenditure, including but not limited to original invoices, bills, receipts, and cancelled checks. All Capital Project Payment Certificates must also be accompanied by an updated Schedule of Values, indicating work completed to date (regardless of funding source(s)), the current work claimed, and the work remaining on the Project.

5.4 Each Capital Project Payment Certificate shall be accompanied with releases of lien from all subcontractors who completed work under the previous Capital Project Payment Certificate. Should releases of lien be unavailable for subcontractor work under the previous Capital Project Payment Certificate, the MEMORIAL CUBANO may submit a consent of surety covering the amount of the subcontractor work or claim. Failure to submit release(s) of lien and/or consent(s) of surety under this section shall result in the denial of payment under the Capital Project Payment Certificate. Any release of lien or consent of surety shall be submitted on the forms attached hereto as Attachment B.

5.5 In no event shall COUNTY funds be advanced directly to any subcontractor hereunder.

5.6 After the DEPARTMENT reviews and approves the Capital Payment Certificate, the DEPARTMENT will submit a check request to the COUNTY's Finance Department. The COUNTY's Finance Department will issue and mail the check directly to the MEMORIAL CUBANO, to the address listed in Article XVIII, unless otherwise directed by the MEMORIAL CUBANO in writing. The parties agree that the COUNTY will retain a ten percent (10%) retainage on all progress payments, and that the processing of a properly submitted payment request from the date of submission shall take a minimum of thirty (30) days. It is the responsibility of the MEMORIAL CUBANO to maintain sufficient financial resources to meet the expenses incurred during the period between provision of services and payment by the COUNTY.

5.7 The DEPARTMENT will accept a final Capital Payment Certificate from the MEMORIAL CUBANO within a reasonable time after completion of the project. The final Capital Payment Certificate should include a request for payment of all outstanding retainage. Final payment to the MEMORIAL CUBANO is contingent upon final inspection, presentation of "as-built" drawings by the MEMORIAL CUBANO, and approval by the COUNTY's Building Department, the DEPARTMENT, and any other agencies which may be responsible to provide approval upon completion of the agreed-upon scope of work and presentation of a Certificate of Occupancy. If the MEMORIAL CUBANO fails to comply with the requirements of this subsection, all rights to final payment shall be forfeited.

5.8 The MEMORIAL CUBANO shall submit a final report to the DEPARTMENT no more than forty-five (45) days after completion of the Project. If the MEMORIAL CUBANO earned interest on funds received under this Agreement, the interest must be used toward the Project and documented in the final report. If, after receipt of such a final report, the DEPARTMENT determines that the MEMORIAL CUBANO has been paid funds not in accordance with this Agreement, and to which it is not entitled, the MEMORIAL CUBANO shall return such funds to the COUNTY or submit appropriate documentation to support entitlement to such funds. The COUNTY shall have sole discretion in determining if the MEMORIAL CUBANO is entitled to such funds and the COUNTY's decision on this matter shall be binding. Additionally, the COUNTY shall recapture any unexpended or unallocated funds.

5.9 The MEMORIAL CUBANO anticipates that COUNTY funding for the project will be utilized first, and that any funds advanced by the MEMORIAL CUBANO will be reimbursed before any non-COUNTY funds are used on the project. Non-COUNTY funds are subject to the agreements that the MEMORIAL CUBANO has made with the source of those funds.

5.10 In the event that the MEMORIAL CUBANO has exhausted all funds for the Project before completion of said Project; it shall be the responsibility of the MEMORIAL CUBANO and/or the surety to complete construction of the Project.

5.11 If the payment request is for an advance of up to 25% or less of the total grant, the originally signed Payment Request form, provided by the DEPARTMENT, must be submitted and approved by the DEPARTMENT. An advance request need not be accompanied by a detailed expenditure report. 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. Under no circumstances shall the DEPARMENT fulfill any advance payment requests until any and all prior advance payment requests have been fully depleted in order to complete work, and all such advance payments and work shall be accounted for with proof of costs or expenditures, including but not limited to original invoices, bills, receipts, and cancelled checks. In addition, an updated Schedule of Values, indicating work completed to date (regardless of funding source(s)), the current work claimed, and the work remaining on the Project shall be submitted to the DEPARTMENT before any advance payment request is provided.

ARTICLE 6. PROHIBITED USE OF FUNDS.

The MEMORIAL CUBANO shall not utilize funds provided under this Agreement to retain legal counsel for any action or proceeding against the COUNTY or any of its agents, instrumentalities, employees, or officials arising out of this Project. The MEMORIAL CUBANO 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 arising out of this project. COUNTY funds shall not be used for religious purposes. The MEMORIAL CUBANO shall not co-mingle funds provided under this Agreement with funds received from any other funding sources.

ARTICLE 7. INSURANCE AND INDEMNIFICATION.

7.1 The MEMORIAL CUBANO, through its contractor, shall maintain during the term of this Agreement, the insurance specified below, and a Certificate of Insurance shall be filed with the certificate holder listed as: Miami-Dade County, Florida, General Services Administration, Risk Management Division, 111 NW 1st Street, Suite 2340, Miami, FL 33128. A copy of the insurance certificate shall be sent to Miami-Dade Parks, 275 N.W. 2nd Street, Room 544, Miami, Florida, 33128, prior to the commencement of this Agreement:

(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 combined single limit for bodily injury and property

damage. Policy shall be endorsed to include the COUNTY as an additional insured. Policy will be endorsed to include Products Liability coverage when applicable.

(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 combined single limit for bodily injury and property damage.

7.2 No modification, change or cancellation of insurance shall be made without thirty (30) days written advance notice to Miami-Dade County, c/o Risk Management Division.

7.3 The Public Liability Insurance coverage as required above shall include those classifications as listed in Standard Liability Insurance Manuals, which are applicable to the operations of the MEMORIAL CUBANO, through its contractor, in the performance of this Agreement. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida. They shall have a general policyholder's rating "B" or better and financial rating no less than "Class V" as reported by Best's Key Rating Guide, published by A.M. Best Company, latest edition.

7.4 The MEMORIAL CUBANO 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 Agreement by the MEMORIAL CUBANO or its employees, agents, servants, partners principals or subcontractors. The MEMORIAL CUBANO 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. The MEMORIAL CUBANO expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the MEMORIAL CUBANO 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 8. PAYMENT AND PERFORMANCE BOND.

The MEMORIAL CUBANO and its contractor shall obtain and deliver to the COUNTY a payment bond and separate performance bond, or such other alternate form of security, each which meet the requirements, as applicable, of Section 255.05, Florida Statutes, as set forth below, not less than ten (10) days prior to the anticipated

commencement of the design, permitting, and construction of a Cuban Memorial Monument at Tamiami Park (Attachment C). Said separate payment and performance bonds shall be in favor of the COUNTY, the form of such bonds shall be as provided by Section 255.05, Florida Statutes and each shall be in the amount of the entire cost of the Project regardless of the source of funding. The County Mayor or his designee shall have the right of approval of the surety bond, if applicable, which approval shall not be unreasonably withheld, in accordance with then applicable COUNTY criteria prior to execution and delivery of the bonds by the MEMORIAL CUBANO. The MEMORIAL CUBANO shall be responsible for recording the bonds and providing notice to subcontractors and suppliers, as required by Section 255.05 of the Florida Statutes. Said payment and performance bonds shall be maintained in full force and effect for the duration of this Agreement.

ARTICLE 9. REMOVAL OF CONSTRUCTION DEBRIS.

It shall be the responsibility of the MEMORIAL CUBANO to prepare and grade the site and remove any and all construction debris as defined by generally accepted construction industry practices.

ARTICLE 10. NOTICE TO PROCEED CONSTRUCTION.

10.1. The MEMORIAL CUBANO shall commence work upon issuance of a notice to proceed from the DEPARTMENT. Such notice to proceed shall be issued upon the occurrence of all of the following: (1) receipt of proof of Insurance pursuant to ARTICLE VII herein, (2) receipt of proof of payment and performance bond pursuant to ARTICLE VIII herein, (3) approval of Project designs by the DEPARTMENT, pursuant to ARTICLE XI herein, (4) receipt of proof of all required permits, pursuant to ARTICLE XI herein, (5) Submission of a Project Schedule and Schedule of Values, Pursuant to ARTICLE II herein and, (6) proof of funding for the complete cost of the Project, including any non-COUNTY funding source.

10.2 Issuance of the notice to proceed by the DEPARTMENT shall constitute an easement, license, and privilege to enter Tamiami Park and perform any acts required for the design, permitting, and construction of a Cuban Memorial Monument at Tamiami Park. The term of the easement shall be coextensive with the term of this Agreement.

ARTICLE 11. DESIGN AND CONSTRUCTION STAGE.

11.1 The MEMORIAL CUBANO shall seek prior review and written approval by the DEPARTMENT of any plans, specifications, selection of private consultants, and/or contractors, or any other item, prior to purchase or hiring. Additionally, the MEMORIAL CUBANO must seek prior review and written approval of plans and

specifications from the COUNTY's Office of Americans with Disabilities Act Coordination.

11.2 The MEMORIAL CUBANO must submit to the DEPARTMENT copies of all permits, licenses and permitted plans for the Project.

11.3 Any approval provided by the COUNTY under this Article shall not constitute a waiver of any rights by the COUNTY under this Agreement or under applicable law.

11.4 The MEMORIAL CUBANO, through its contractor, has the sole responsibility for securing the Cuban Memorial Monument site at Tamiami Park and ensuring all job safety at that site during the term of this agreement.

ARTICLE 12. DOCUMENTS.

12.1 Copies of all reports and documents shall be provided to the DEPARTMENT.

12.2 The MEMORIAL CUBANO shall execute and deliver to the COUNTY all affidavits and forms required under State, Federal and local law at the time of execution of this Agreement.

ARTICLE 13. RIGHT OF ENTRY.

The COUNTY shall have the right to enter the Project construction site at all times, upon reasonable notice to the MEMORIAL CUBANO and/or any contractor performing work at the Project.

ARTICLE 14. SIGNAGE AND PLAQUES.

The parties agree that the MEMORIAL CUBANO may affix to the Cuban Memorial Monument a sign or plaque commemorating the memorial, provided, however, that the design of such sign or plaque be in compliance with Article 7 of the Miami-Dade County Home Rule Charter. The design and size of any such plaque or sign and placement in the park must first be approved by the DEPARTMENT.

ARTICLE 15. OWNERSHIP AND INVENTORY.

15.1 Legal title to the Cuban Memorial Monument and any and all improvements to it shall be vested in the COUNTY, regardless of the status of payment by the COUNTY.

15.2 All capital items acquired for the Project by the MEMORIAL CUBANO with funds allocated in this Agreement shall become the property of the COUNTY. A capital item shall be an item that: (1) has a service life of one year; (2) is either complete within itself or is a major component of another item of property; (3) by definition cannot be defined as either supplies or materials; (4) will not be consumed or lose its identity; and (5) has a unit cost of $750.00 or more.

15.3 Capital items in this Agreement shall be considered COUNTY fixed assets and shall be inventoried as COUNTY property by the COUNTY.

ARTICLE 16. RECORDS, REPORTS, AUDITS, MONITORING, AND REVIEW.

16.1 The MEMORIAL CUBANO shall keep accounting records which conform with generally accepted accounting principles. All such records will be retained by the MEMORIAL CUBANO for not less than three (3) years beyond the term of this Agreement.

16.2 The MEMORIAL CUBANO understands that it may be subject to an audit by the DEPARTMENT or any other department. The MEMORIAL CUBANO shall provide access to the COUNTY of all of its records which relate to this Agreement at its place of business during regular business hours. The MEMORIAL CUBANO agrees to facilitate its review or audit by the COUNTY to insure compliance with applicable accounting and financial standards. The MEMORIAL CUBANO shall include any written agreement with subcontractors or major suppliers that such subcontractors or major suppliers agree to submit to a COUNTY audit in accordance with this subsection.

16.3 It is understood that the MEMORIAL CUBANO is bound to provide progress reports. The MEMORIAL CUBANO shall provide copies of all progress reports to the DEPARTMENT. The MEMORIAL CUBANO also agrees to provide the DEPARTMENT monthly schedule updates. The MEMORIAL CUBANO agrees to provide to the DEPARTMENT additional progress reports detailing the expenditure of funds provided under this Agreement and the progress of the Project on a quarterly basis. Said reports shall be due on the 25th day of the month following the end of each quarter or as otherwise determined by the DEPARTMENT.

16.4 The COUNTY may monitor both fiscal and programmatic compliance with the terms and conditions of this Agreement. The MEMORIAL CUBANO shall permit the DEPARTMENT to conduct site visits and other techniques deemed reasonably necessary to fulfill the monitoring function. A report of the DEPARTMENT's findings will be delivered to the MEMORIAL CUBANO and the MEMORIAL CUBANO will rectify all deficiencies cited within the period of time specified in the report. If such deficiencies are not rectified, the COUNTY may suspend payments or terminate this Agreement. The DEPARTMENT shall conduct one or more formal management evaluation and performance reviews of the MEMORIAL

CUBANO during the term of this Agreement. Continuation of this Agreement or future funding is dependent upon satisfactory evaluation conclusions.

ARTICLE 17. INSPECTOR GENERAL.

17.1 The COUNTY has established the Office of Inspector General, which is required to perform mandatory random audits on all COUNTY contracts throughout the duration of each contract. The cost of the audit for this Agreement shall be ¼ of 1 percent (.0025) of the total contract amount, which cost the MEMORIAL CUBANO agrees is included in the total contract amount. The audit cost will be deducted by the COUNTY from progress payments to the MEMORIAL CUBANO. The audit cost shall also be included in all change orders to this Contract and all contract renewals and extensions. Accordingly, the audit cost will be deducted from progress payments to the MEMORIAL CUBANO pursuant to all change orders, contract renewals, and extensions.

17.2 The Miami-Dade COUNTY Inspector General is authorized and empowered to review past, present and proposed COUNTY and Public Health programs, 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 Contract. The Inspector General is empowered to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, bid/proposal submittals, activities of the MEMORIAL CUBANO, its officers, agents and employees, lobbyists, COUNTY staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

17.3 Upon 14 days prior written notice to the MEMORIAL CUBANO from the Inspector General, the MEMORIAL CUBANO shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the MEMORIAL CUBANO's possession, custody or control, which, in the Inspector General's sole judgment pertain to performance of the Agreement, including, but not limited to original estimate files, change order estimate files, worksheets, proposals, and agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid/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.

17.4 The provisions in this section shall apply to the MEMORIAL CUBANO, its officers, agents, employees, subcontractors, and suppliers. The MEMORIAL CUBANO shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the MEMORIAL CUBANO in connection with the performance of this Agreement.

17.5 Nothing in this Agreement shall impair any independent right of the COUNTY to conduct audit or investigative activities. The provisions of this section are neither indented nor shall they be construed to impose any liability on the COUNTY by the MEMORIAL CUBANO or third parties.

ARTICLE 18. NOTICES.

It is understood and agreed between the parties that written notice addressed to the following parties and addresses shall constitute sufficient notice under this Agreement:

To Park and Recreation Department:

Office of the Director
Park and Recreation Department
c/o Miami-Dade County
275 N.W. 2nd Street, 5th Floor
Miami, Florida 33128

With copies to:

Assistant Director for Planning and Development
Park and Recreation Department
c/o Miami-Dade County
275 N.W. 2nd Street, 5th Floor
Miami, Florida 33128

To MEMORIAL CUBANO:

President
Memorial Cubano, Inc.
6550 SW 40th Street
Miami, FL 33155

Memorial Cubano, Inc.
6550 SW 40th Street
Miami, FL 33155

ARTICLE 19. 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 MEMORIAL CUBANO is only a recipient of funding support and not an instrumentality of the COUNTY. Furthermore, the MEMORIAL CUBANO agents and employees are not agents or employees of the COUNTY as a result of this Agreement.

ARTICLE 20. MISCELLANEOUS.

20.1 It is understood and agreed between the parties hereto that the Project is being funded by the COUNTY. Further, by acceptance of these funds, the MEMORIAL CUBANO agrees that events or Projects funded by this Agreement shall recognize the COUNTY as the funding source. The MEMORIAL CUBANO shall ensure that all publicity, public relations, advertisements, and signs recognize the COUNTY for the support of all contracted activities. This is to include, but is not limited to: all signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationery. All publicity, public relations, advertisements and 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, subject to COUNTY approval. The MEMORIAL CUBANO shall ensure that all media representatives, when inquiring about the Project, are informed that the COUNTY is a funding source.

20.2 The parties agree that no assignment or subcontract will be made or let in connection with this Agreement without prior written approval of the Park and Recreation Department, which approval will not be unreasonably withheld, and that all subcontractors and assignees shall be governed by the terms and conditions of this Agreement.

20.3. 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.

20.4 This Agreement is signed in two (2) counterparts, and each counterpart shall constitute an original of this Agreement.

Mayor or his designee is authorized to enter into and execute amendments to this Agreement for and on behalf of Miami-Dade COUNTY pursuant to a BOARD resolution.

20.6 No other Agreement, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or bind any of the parties hereto. If any provision of this Agreement is held invalid or void, the remainder of this agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

ARTICLE 21. PROOF OF LICENSURE AND CERTIFICATION.

21.1 If the MEMORIAL CUBANO is required by the State of Florida or Miami-Dade County to be licensed or certified to provide the services outlined in the Scope of Services (Attachment A), the MEMORIAL CUBANO 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: construction trades and professional architecture and engineering services. However, it is understood that the scope of services outlined in "Attachment A" are to be provided by entities other than the MEMORIAL CUBANO itself.

21.2 If the MEMORIAL CUBANO 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 sixty (60) days of execution of this Agreement may result in termination of Agreement.

ARTICLE 22. CONFLICT OF INTEREST.

The MEMORIAL CUBANO 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 23. BREACH OF AGREEMENT: COUNTY REMEDIES.

23.1 Breach: A breach by the MEMORIAL CUBANO shall have occurred under this Agreement if:

(a) The MEMORIAL CUBANO fails to provide the services outlined in the Scope of Services (Attachment A) within the effective term of this Agreement;

(b) the MEMORIAL CUBANO ineffectively or improperly uses COUNTY funds allocated under this Agreement;

(c) the MEMORIAL CUBANO does not furnish the Certificates of Insurance required by this Agreement or as determined by the COUNTY's Risk Management Division;

(d) the MEMORIAL CUBANO does not furnish proof of licensure/certification required by this Agreement;

(e) the MEMORIAL CUBANO 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;

(f) the MEMORIAL CUBANO does not submit or submits incomplete or incorrect required reports;

(g) the MEMORIAL CUBANO refuses to allow the COUNTY access to records or refuses to allow the COUNTY to monitor, evaluate, and review the MEMORIAL CUBANO program;

(h) the MEMORIAL CUBANO discriminates under any federal, state, or local laws;

(i) the MEMORIAL CUBANO falsifies or violates the provisions of any affidavit attached hereto and incorporated by reference under Articles and Sections herein;

(j) the MEMORIAL CUBANO attempts to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement;

(k) the MEMORIAL CUBANO fails to correct deficiencies found during a monitoring, evaluation or review within the specified time;

(l) the MEMORIAL CUBANO fails or refuses to return all items of capital improvements in the same condition as received at the beginning of the agreement except ordinary wear and tear;

(m) the MEMORIAL CUBANO fails to submit the Certificate of Corporate Status, Board of Directors Requirement or proof of tax status;

(n) the MEMORIAL CUBANO fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements, and stipulations in this Agreement; or

(o) the MEMORIAL CUBANO fails to maintain the payment and performance bond(s).

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.

23.2 COUNTY Remedies. If the MEMORIAL CUBANO breaches this Agreement, the COUNTY may pursue any or all of the following remedies:

(a) The COUNTY may terminate this agreement by giving written notice to the MEMORIAL CUBANO 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: (1) request the return of all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared, and capital equipment secured by the MEMORIAL CUBANO with COUNTY funds under this Agreement; (2) seek reimbursement of COUNTY funds allocated to the MEMORIAL CUBANO under this Agreement that are not spent or encumbered; (3) terminate or cancel any other contracts entered into between the COUNTY and the MEMORIAL CUBANO. The MEMORIAL CUBANO shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees.

(b) The COUNTY may suspend payment in whole or in part under this Agreement by providing written notice to the MEMORIAL CUBANO 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 MEMORIAL CUBANO 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 MEMORIAL CUBANO. The MEMORIAL CUBANO shall be responsible for all the direct and indirect costs associated with such suspension, including attorney's fees;

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

(d) If, for any reason, the MEMORIAL CUBANO should attempt to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement, the COUNTY may debar the MEMORIAL CUBANO from future COUNTY contracting for up to five years and, the COUNTY shall, whenever practical, terminate this Agreement by giving written notice to the MEMORIAL CUBANO of such termination. The notice to the MEMORIAL CUBANO of such termination and specifying the effective date shall be provided at least five (5) days before the effective date of such termination. The COUNTY may terminate or cancel any other contracts which the MEMORIAL CUBANO has with the COUNTY. The MEMORIAL CUBANO shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

(e) Any other remedy available by law or equity.

23.3 Termination for Convenience The County Mayor or the Mayor's designee is authorized to terminate this Agreement on behalf of the COUNTY.

23.4 Damages Sustained Notwithstanding the above, the MEMORIAL CUBANO shall not be relieved of any liability to the COUNTY for property damages sustained by the COUNTY by virtue of any breach of the Agreement by the MEMORIAL CUBANO, and the COUNTY may withhold any payments to the MEMORIAL CUBANO for a reasonable time until/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 MEMORIAL CUBANO shall be responsible for all direct and indirect costs associated with such action, including attorney's fees.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective and duly authorized officers the day and year first written above.

(SEAL)

ATTEST: MEMORIAL CUBANO, Inc.

By: _____ 9/22/08
(Signature of President or Vice-President) Date

By: _____ 9/22/08
(Signature of Secretary or Treasurer) Date

Eddy Carreras
Type or Print Name

WITNESS:

By: _____ 9/22/08
(Signature of Witness) Date

EMILIO F. SOLERNOU
Type or Print Name

ATTEST: MIAMI-DADE COUNTY, FLORIDA
Harvey Ruvin, Clerk

By: _____
Carlos A. Alvarez
County Mayor

Date

COUNTY COMMISSIONERS DADE COUNTY FLORIDA

By: _____ 11/17/2008
Deputy Clerk Date

Approved as to form
and legal sufficiency. _____
County Attorney

BORROTO ARCHITECTS

ATTACHMENT A

April 23, 2007

Project: MONUMENTO DEL MEMORIAL CUBANO

Following is the estimated costs of the above mentioned project.

We understand, and are very grateful, that the County is donating $200,000. to construct the monument. We will raise the balance either in cash or in-kind donations.

Sincerely,

Wilfredo Borroto, AIA

BORROTO ARCHITECT, PA LIC# AA26000831
2730 SW 3RD AVENUE, SUITE 600 MIAMI, FLORIDA 33129 305.858.0565.o / 305.859.7289.f
BORROTO@BLBG.CC

BORROTO
ARCHIT

April 23rd, 2007

MONUMENTO DEL MEMORIAL CUBANO

Cost Estimate:

Soft Costs:	cost	in-kind
Architecture Borroto Architects	$40,000.	$40,000.
Structural Engineering Eugenio Santiago	15,000.	15,000.
Electrical & Plumbing Engineering Carlos M. Barrenechea	10,000.	10,000.
Construction Cost Estimator Mario Pons	3,000.	3,000.
Soil Borings	10,000.	10,000.
Architectural Construction Administration Borroto Architects	6,000.	6,000.
Threshold Inspections Eugenio Santiago	8,000.	8,000.
Accountant	5,000.	5,000.
Legal	3,000.	3,000.
Totals	$100,000.	$100,000.

BORROTO ARCHITECT, PA
2730 SW 3RD AVENUE, SUITE 600 MIAMI, FLORIDA 33129
305.858.0565 BORROTO@BLBG.CC

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April 23rd, 2007

MONUMENTO DEL MEMORIAL CUBANO

Soft Costs:	estimate	allowance	
Survey	$2,000.00	$2,000.00	
Construction Costs:	**estimate**	**allowance**	
Clearing	5,000.	-	
Demolition	3,000.	-	
Water	-	6,000.	
Pilings	-	12,000.	
5' Gong Walk	40,000.	-	
10' Gong Walk	12,500.	-	
Electrical	-	40,000.	
Keystone Slab	9,000.	-	
Keystone	21,000.	-	
Pavers	35,000.	-	
Fountain	-	40,000.	
Mirrors & Inscriptions	-	30,000.	
Planters (fountain, wall & finishes)	60,000.	-	
Granite	-	30,000.	
Sod	-	10,000.	
Landscaping – Trees	-	30,000.	
Landscaping – Shrubs & Plants	-	10,000.	
Lawn Irrigation	-	10,000.	
Concrete (column, base & crane)	-	30,000.	
Miscellaneous	-	10,000.	
	$187,500.	$258,000.	$445.
Contingency (5%)		22,275.	
		$467,775.	
General Conditions		76,325.	
		$ 544,100.	
Overhead (10%)		54,410.	
Profit (5%)		27,205.	
Total Construction Cost		$625,715.	

BORROTO ARCHITECT, PA
2730 SW 3RD AVENUE, SUITE 600 MIAMI, FLORIDA 33129
305.858.0565 BORROTO@BLBG.CC

ATTACHMENT B

MIAMI-DADE COUNTY
PARK AND RECREATION DEPARTMENT

SUBCONTRACTOR'S / SUPPLIER'S RELEASE OF CLAIM

NOTE: The General Contractor shall attach this statement, completed by each Subcontractor whose work appears on the prior requisition for payment or has work in place since the last requisition for payment.

Project No.: _____ Date: _____

Project Title: _____

Subcontractor: _____

Requisition No.: _____ From: _____ To: _____

Amount: _____

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments appeared: _____ who, after being first duly sworn, upon oath, disposes and says that pursuant to the provisions of his contract for said project, all money due him under prior requisitions for payment have been paid to him by _____, the General Contractor.

(COMPANY SEAL)

_____
Legal Name of Subcontractor

_____
Title

_____
Signature

State of _____)
) SS
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____ on behalf of _____.

[ ] who is personally known to me or [ ] who has produced _____ as identification and who [ ] did [ ] did not take an oath.

Notary Signature: _____

Type or Print Name: _____

Notary Seal:

ATTACHMENT C

SURETY PERFORMANCE AND PAYMENT BOND

By this Bond, We_____, as Principal, whose principal business address is _____, as Contractor under the contract dated _____, between Principal and Miami-Dade County for the construction of _____, Project No. _____ (herein after referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and _____, a _____, whose principal business address is_____, as Surety, are bound to Miami-Dade County (hereinafter referred to as "County") in the sum of _____ (U.S. dollars) $_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs all the work under the Contract, including but not limited to guarantees, warranties and the curing of latent defects, said Contract being made a part of this bond by reference, and in the times and in the manner prescribed in the Contract, including any and all damages for delay; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all losses, damages, including damages for delay, expenses, costs and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract, including but not limited to a failure to honor all guarantees and warranties or to cure latent defects in its work or materials within 5 years after completion of the work under the Contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the Contract, including all warranties and curing all latent defects within 5 years after completion of the work under the Contract;

then this bond is void; otherwise it remains in full force.

If no specific periods of warranty are stated in the Contract for any particular item or work, material or equipment, the warranty shall be deemed to be a period of one (1) year from the date of final acceptance by the County. This Bond does not limit the County's ability to pursue suits directly with the Principal seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(3)(c), Florida Statutes.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

SURETY PERFORMANCE AND PAYMENT BOND (Cont'd)

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the _____ day of _____, 20__.

CONTRACTOR

_____
(Contractor Name)

BY:

_____
(President) (Managing Partner or Joint Venturer)

(SEAL)

COUNTERSIGNED BY RESIDENT FLORIDA AGENT OF SURETY:

SURETY:

_____

_____

(Copy of Agent's current Identification Card as issued by State of Florida Insurance Commissioner must be attached) By: _____

Attorney-in-Fact

(CORPORATE SEAL)

(Power of Attorney must be attached)