Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 5(D)

02-06-07

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

RESOLUTION NO. R-120-07

RESOLUTION APPROVING SIGNIFICANT MODIFICATION TO BUILDING BETTER COMMUNITIES BOND PROGRAM PROJECT NO. 46-"MIAMI METROZOO" IDENTIFIED IN APPENDIX A TO RESOLUTION NO. R-913-04 AFTER A PUBLIC HEARING; AND APPROVING TERMS OF AND AUTHORIZING THE COUNTY MANAGER TO EXECUTE A GRANT AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE ZOOLOGICAL SOCIETY OF FLORIDA FOR A MIAMI METROZOO PROJECT AND EXERCISING CANCELLATION PROVISIONS THEREIN

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

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

Section 1. The significant modification to Building Better Communities Bond Program Project No. 46-"Miami Metrozoo" identified in Appendix A to Resolution No. R-913-04 after a public hearing to add the Amazon and Beyond project, all as more particularly described in the accompanying memorandum, is approved.

Section 2. The grant agreement between Miami-Dade County and the Zoological Society, substantially in the form attached to this Resolution as Exhibit A ("Grant Agreement"), is approved and the County Manager is authorized to execute it, subject to proper execution by all parties and review by the County Attorneys' Office, and to exercise the cancellation provisions contained in the Grant Agreement.

The foregoing resolution was offered by Commissioner Dennis C. Moss, who moved its adoption. The motion was seconded by Commissioner Dorrin D. Rolle 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 6th day of February, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: KAY SULLIVAN
Deputy Clerk

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

Geri Bonzon-Keenan

Memorandum

MIAMI-DADE COUNTY

Date: February 6, 2007

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

From: George M. Burgess
County Manager

Agenda Item No. 5(D)

Subject: Resolution Approving a Significant Modification to Building Better Communities General Obligation Bond ("BBC GOB") Program Project Description for Project No. 46-"Miami Metrozoo" after a Public Hearing and Authorizing the County Manager to Execute a Grant Agreement between Miami-Dade County and the Zoological Society of Florida ("ZSF") to use BBC GOB Funds for the *Amazon and Beyond* Project

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RECOMMENDATION

It is recommended that the Board adopt the attached resolution approving a Significant modification to the BBC GOB project description and scope for Project No. 46-"Miami Metrozoo" after a public hearing pursuant to Resolution No. R-913-04 (the "Authorizing Resolution") to add the Metrozoo *Amazon and Beyond* project and approving the terms of, and authorizing the County Manager to execute, a grant agreement between Miami-Dade County and the ZSF to use BCC GOB funds for its construction.

BACKGROUND

Appendix A to the Authorizing Resolution lists park and recreation projects eligible for funding from the BBC GOB program by number, name and size. All additions, deletions and significant modifications to individual projects or to Appendix A require a majority vote of the Board after a public hearing.

One of the projects included in the BBC GOB program is Project No. 46-"Miami Metrozoo" with an allocation of $31 million. The original description and scope of this project, as included in Appendix A to the Authorizing Resolution, states: "Construction of Phase IV – Lakes and Australia Exhibit." It is recommended the project description and scope be modified after a public hearing to include the *Amazon and Beyond* project (formally called "Hidden Treasures of Tropical America") as follows: "Construction of Amazon and Beyond project and Phase IV – Lakes and Australia Exhibit" so the cost of the *Amazon and Beyond* project may be funded from the BBC GOB.

The total project cost for *Amazon and Beyond* is estimated to be $50 million. To date, the following funding sources have been pledged to the project: $13 million from BBC GOB Project No. 313; $7,702,130 from the Safe Neighborhood Parks Bond Program (Resolution No. R-664-05); $500,000 from a State of Florida Grant; and $10.079 million in private funds secured by the ZSF. Because of the escalating cost of materials, labor and insurance there remains a funding shortfall. The scope modification to Project No. 46 to add the *Amazon and Beyond* project, will allow the County to fund the remaining balance of $18,718,870 from the BBC GOB. Prior Board

action (R-346-06), accelerated $2.71 million of BBC GOB Project No. 313 (Miami Metrozoo Improvements) toward construction of the *Amazon and Beyond* project with the balance of $10.3 million to also be allocated toward the project and accelerated. It is understood that the start of other GOB projects may be impacted. All BBC GOB projects associated with Miami Metrozoo are part of the Miami Metrozoo Master Plan as approved by the Board of County Commissioners. The construction and inclusion of these projects in any sequence as resources are made available, will add to the public's overall zoo experience. The ZSF Board of Directors recognizes their role in the development of Miami MetroZoo and their commitment to the *Amazon and Beyond* project. As such, they have prioritized their fundraising efforts for this project and on September 21, 2006, passed a resolution that commits the ZSF to raise $18.7 million in private funds to repay the County. The target date of 2014 is when the ZSF funding would need to be available to assure that other Miami Metrozoo BBC GOB projects remain viable and funded.

ZSF is acting as Agent for the County and the Park and Recreation Department under the authority authorized by the Board of County Commissioners with the creation of the Miami Metrozoo Oversight Board, (Ordinance No. 98-168). In November 2003 the Zoological Society of Florida entered into a Construction Manager at Risk Contract with PCL Construction Services, Inc. for construction of the *Amazon and Beyond* project. The ZSF and the Parks Department have been negotiating a Guaranteed Maximum Price (GMP) with PCL not to exceed $42 million. With the approval of this item, the final GMP contract can be executed. The contract between ZSF and PCL complied with County procurement and Department of Business Development procedures that were in effect at the time the contract was executed.

On May 17, 2005, the Board approved Resolution No. 595-05 delegating to the County Manager the authority to execute grant agreements in the form attached to that resolution (the "Grant Agreement Template"). Because there is an existing construction contract that pre-dates the Grant Agreement Template and because of the unique working relationship between the County and the ZSF, it is necessary to modify the Grant Agreement Template to avoid conflicts and contradictions with the pre-existing contract and contend with other contingencies in the following ways:

1. Bank Accounts and Bonding will not be required of the ZSF because all BBC GOB funds will be issued to ZSF through the Park and Recreation Department on a requisition and reimbursement basis, not funding advances.

2. Liability and Indemnification: The ZSF is serving as Agent for the County and the Department administering the GOB funding allocation, therefore ZSF is not an independent contractor solely responsible for the project.

3. Payment and Performance Bond: In addition to PCL, the contractor providing payment and performance bonds in the full amount of the construction contract naming the County as dual oblige, the ZSF, which is the entity in privity with the County, must provide a payment and performance bond or alternative form of security in accordance with the provisions of Section 255.05, Florida Statutes. Unlike construction contractors, community based organizations ("CBOs") acting as developers do not have the bonding capacity that permits them to provide the payment and performance bond directly. In lieu of a payment and performance bond, the County may in certain circumstances allow for an alternative form of

security for the payment and performance obligations, the value of which is determined by the County. In determining the sufficiency and value of the alternative security the nature, history and financial capabilities of the ZSF, the contractual obligations secured by the alternative security and the contractual safeguards in place to protect payments to persons performing the work were considered.

Based on the County's exposure for fees and services under the existing ZSF-PCL contract and work completed to date, the maximum value of the bond is calculated at $4 million at the start of the contract should it be necessary to call in the surety. It has been County policy and practice to reimburse ZSF for payments made on previous construction projects undertaken on behalf of the County rather than to issue advance payments. The recommendation is made that we continue this policy and, as additional protection request releases of liens from PCL as fee payments are made through the reimbursement process. This will further reduce the potential liability to the County and is the basis for recommending the alternative form of security from the ZSF in the form of cash, bond or letter of credit in an amount equal to $2 million. Nothing in this recommendation affects the obligation of the ZSF to require PCL, the general contractor, to post a payment and performance bond in the full amount of the construction contract naming the County as dual obligee.

After hearing an explanation of the item at their meeting of November 15, 2006, there was a consensus among the members of the Building Better Communities Citizens' Advisory Committee that the item should be considered by the Board after committee review.

Alex Muñoz,
Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: February 6, 2007

FROM: Murray A. Greenberg County Attorney

SUBJECT: Agenda Item No. 5(D)

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**

MIAMI-DADE COUNTY
BUILDING BETTER COMMUNITIES
AGREEMENT BETWEEN
MIAMI-DADE PARK AND RECREATION DEPARTMENT AND
ZOOLOGICAL SOCIETY OF FLORIDA

This Agreement (the "Agreement") authorized by resolution R-595-05, by and between Miami-Dade County, a political subdivision of the State of Florida (the "County"), through its PARK AND RECREATION DEPARTMENT herein sometimes designated as the "COUNTY" or the "OWNER," and the ZOOLOGICAL SOCIETY OF FLORIDA, a Florida nonprofit membership organization (the "SOCIETY") is entered into this ___ day of _____, 2006.

WITNESSETH:

WHEREAS, on July 20, 2004, the Board adopted Resolution Nos. R-912-04, R-913-04, R-914-04, R-915-04, R-916-04, R-917-04, R-918-04 and R-919-04 authorizing the issuance of $2.926 billion in general obligation bonds for capital projects and on November 2, 2004, a majority of those voting approved the bond program (the "BBC GOB Program"); and

WHEREAS, the aforementioned Resolutions include specific projects such as but not limited to development, improvement, rehabilitation, restoration or acquisition of real property; and

WHEREAS, the Society is already acting as Agent for the County under an existing contract for the completion of the "Amazon and Beyond" Project (the "Project") which is eligible for funding from one of the programs to be funded under the BBC GOB Program and is described more specifically in Exhibit 1 to this Agreement; and

WHEREAS, the County is confident that the Society will be able to maximize results of Building Better Communities Bond funding and is the best outlet for furthering the development of the "Amazon and Beyond" project at Miami Metrozoo; and

WHEREAS, the "Amazon and Beyond" project is estimated to cost approximately $50 million (the "Total Project Cost") and will be funded from the following sources: GOB Premium Funds accelerated from first series GOB Project No. 313, Miami Metrozoo per Resolution R-346-06 Exhibit 2, ($2,710,000); GOB Project No. 313, Miami Metrozoo ($10,290,000); GOB Project No. 46, Miami Metrozoo ($18,718,870); Safe Neighborhood Parks Funds per Resolution R-664-05 Exhibit 3, ($7,702,130); State of Florida Grant ($500,000); private fundraising through the Society ($10,079,000); and

WHEREAS, the Zoological Society of Florida has committed to raising the $18.7 million to replace the funds borrowed from GOB Project No. 46, by the target date of 2014 when the funding would need to be available for other Metrozoo GOB projects, Exhibit 4; and

WHEREAS, Miami Metrozoo GOB Project No. 313 and Miami Metrozoo GOB Project No. 46 are eligible for funding from the BBC GOB Program in a total amount not to exceed $44 million (the "Funding Allocation"); and

WHEREAS, pursuant to the terms of this Agreement the County has agreed to allocate $31.719 million for the Project (the "Funding Cycle Allocation"); and

WHEREAS, the Project physically improves an area, facility, resource or site to increase its ability or capacity to serve the public; and

WHEREAS, the County and the Board of Directors of the Society have authorized, by resolution, their respective representatives to enter into this Agreement for each Funding Cycle Allocation describing their respective roles in the funding for the Project costs with respect to such Funding Cycle Allocation,

NOW THEREFORE, pursuant to Resolution No. R-595-05, which specifically authorizes the County Manager to execute such agreements and other required contracts and documents, to expend Building Better Communities bond funds received for the purpose described in the approved funding allocation, and in consideration of the mutual promises and covenants contained herein and the mutual benefits to be derived from this Agreement, the parties hereto agree as follows:

Section 1. **Parties, Effective Date and Term:** The parties to this Agreement are the Society and the County. The County has delegated the responsibility of administering this grant to the County Manager, or his designee, through its Park and Recreation Department, who shall be referred to herein as the "County Manager."

This Agreement shall take effect upon execution and shall terminate upon the completion of the Project, including the completion of all final closeout documentation.

Section 2. **Amount of Funding Cycle Allocation and Payment Schedule:** A Project funding plan identifying the Funding Allocation to be funded by the County solely from BBC GOB Program proceeds and the costs to be funded by the Society through written project funding commitments from third parties is attached as Exhibit 1. Included shall be a projected timetable for each Funding Cycle Allocation and the amount funded to date, if any. The County agrees to provide solely from the BBC GOB Program proceeds for the Funding Cycle Allocation an amount equal to $31.719 million. This amount represents a portion of the amount necessary to complete the Project. By making this grant, Miami-Dade County assumes no obligation to provide

8

financial support of any type whatever in excess of the Funding Allocation. Cost overruns are the sole responsibility of the Society. The Funding Cycle Allocation shall be provided in accordance with the Administrative Rules which are attached as Schedule 1 ("Administrative Rules") and incorporated in this Agreement by this reference. In the event that the Funding Cycle Allocation is not expended on schedule, additional allocations may be delayed for one calendar year or more depending on the bond schedule, in accordance with the Administrative Rules and Section 22 of this Agreement.

Payment(s) of Funding Cycle Allocation funds will be made to the Society pursuant to the reimbursement provisions in the Administrative Rules and its Exhibits.

Miami-Dade County shall only be obligated to reimburse the Society provided the Society is not in breach of this Agreement and the Society has demonstrated that it has adequate funds to complete the Project. The County shall administer, in accordance with the appropriate regulations, the funds available from the BBC GOB Program as authorized by Board Resolutions. Any and all reimbursement obligations of the County shall be fully subject to and contingent upon the availability of funding solely from the BBC GOB Program funds. The Society shall be solely responsible for submitting all documentation, as required by this Agreement and by the Administrative Rules, to the County Manager.

Section 3. **Project Description:** The Society may only use the Funding Cycle Allocation for the purpose of purchasing, building, renovating and/or equipping facilities for the Project as specifically described in Exhibit 1.

If the Society wishes to revise the Project for the purpose of completing the Project and such revisions substantially alter the original Project, the Society must request in writing that the County Manager review and approve such revisions. Society's request must be given at least fourteen (14) days prior to implementation of revisions. The County Manager will make the final determination on revisions within fourteen (14) business days of the date of receipt of the request in the County Manager's offices.

Section 4. **Project Budget:** The Society agrees to demonstrate fiscal stability and the ability to administer the Funding Cycle Allocation responsibly and in accordance with standard accounting practices by developing and adhering to a Project budget that is based upon reasonable revenue development and expenditures projected to complete the Project within the Total Project Cost. This Project budget is attached as Exhibit 1. Further, Society agrees that all expenditures will be subject to the terms of this Agreement. If Society wishes to revise the budget for the purpose of completing the Project, including line item changes, and such revisions substantially alter the original Project, the Society must request in writing that the County Manager review and approve such revisions. Society's request must be given at least fourteen (14) days prior to implementation of the revisions. The

County Manager will make the final determination on revisions within fourteen (14) business days of the date of receipt of the request in the County Manager's offices.

Section 5. **Expenditure Deadline:** The Society shall spend or commit all of the Funding Cycle Allocation and matching funds on or before December 30, 2008 (the "Expenditure Deadline"). Any Funding Cycle Allocation funds not spent or committed by the Expenditure Deadline or for which a Project extension has not been requested shall revert to the County and this Agreement shall be terminated in accordance with the provisions of this Agreement. A Project extension may be requested in writing from the County Manager at least thirty (30) business days prior to the Expenditure Deadline. The County Manager, at his discretion, may grant an extension of up to one (1) year from the Expenditure Deadline so long as such extension will not significantly alter the Project including its quality, impact, or benefit to the organization, the County or its citizens. Additional extensions may be authorized by the County Manager if the Society can document in a written request sufficient Project progress and cause for such an extension to be warranted.

Section 6. **Report Deadline:** To demonstrate that the Funding Cycle Allocation has been used in accordance with the Project Description and Project budget information as outlined in Exhibit 1 and that Society has met and fulfilled all requirements as outlined in this Agreement, exhibits, and/or other substantive materials as may be attached or included as a condition to this Funding Cycle Allocation award, the Society must submit to the County Manager, a written report documenting that the Society is meeting or has fulfilled all Project and financial requirements. This report is to be received by the County Manager monthly. The Society shall also submit a written report to the County Manager on or prior to September 30th of each year from the time of the execution of this Agreement through the termination of this Agreement demonstrating that the Society is fulfilling, or has fulfilled, its purpose, and has complied with all applicable municipal, Miami-Dade County, state and federal requirements. The County Manager may also request that a compilation statement or independent financial audit and accounting for the expenditure of Funding Cycle Allocation funds be prepared by an independent certified public accountant at the expense of the Society.

In the event that the Society fails to submit the required reports as required above, the County Manager may terminate this Agreement in accordance with Section 15. Further, the County Manager must approve these reports for the Society to be deemed to have met all conditions of the grant award.

Section 7. **Program Monitoring and Evaluation:** The County Manager may monitor and conduct an evaluation of the Society's operations and the Project, which may include visits by County representatives to: observe the Project or Society's programs, procedures, and operations; discuss the Society's programs with the Society's personnel; and/or evaluate the public impact of the Project. Upon request, the Society shall provide the County Manager with notice of all meetings of its Board of Directors or governing board, general activities and Project-related events. In the

event the County Manager concludes, as a result of such monitoring and/or evaluation, that the Society is not in compliance with the terms of this Agreement or the Administrative Rules or for other reasons which significantly impact on the Society's ability to fulfill the conditions of this Funding Cycle Allocation award, then the County Manager must provide in writing to the Society, within thirty (30) days of the date of said monitoring/evaluation, notice of the inadequacy or deficiencies noted which may significantly impact on the Society's ability to complete the Project or fulfill the terms of this Agreement within a reasonable time frame. If Society refuses or is unable to address the areas of concern within thirty (30) days of receipt of such notice from the County Manager, then the County Manager, at his discretion, may take other actions which may include reduction or rescission of the Funding Cycle Allocation award, or withholding Funding Cycle Allocation funds until such time as the Society can demonstrate that such issues have been corrected. Further, in the event that the Society does not expend the Funding Cycle Allocation for the Project or uses any portion of the Funding Cycle Allocation for costs not associated with the Project and the Society refuses or is unable to address the areas of concern, then the County Manager may request the return of the full or partial Funding Cycle Allocation award. The County Manager may also institute a moratorium on applications from the Society to County grants programs for a period of up to one (1) year or until the deficient areas have been addressed to the satisfaction of the County Manager, whichever occurs first.

If the Project involves construction work, the Grantee shall: notify the County Manager of any applicable federal labor compliance requirements regarding procurement and pre-award procedures prior to scheduling pre-construction conferences; submit to the County Manager all plans and specifications and receive the approval of the County Manager prior to issuance and implementation; and comply with all applicable provisions of municipal, state, federal and County laws, regulations and rules.

Section 8. **Accounting and Financial Review:** The Society must keep accurate and complete books and records for all receipts and expenditures of this Funding Cycle Allocation award and any matching funds required in conformance with reasonable general accounting standards. These books and records, as well as all documents pertaining to payments received and made in conjunction with the Funding Cycle Allocation, such as vouchers, bills, invoices, receipts and canceled checks, shall be retained in Miami-Dade County in a secure place and in an orderly fashion by the Society for at least three (3) years after the later of: the Expenditure Deadline specified in Section 5; the extended Expenditure Deadline, as approved by the County Manager, if any; the completion of a County requested or mandated audit or compliance review; or the conclusion of a legal action involving the Funding Cycle Allocation award, the Society and/or Project or activities related to the Funding Cycle Allocation award.

The County Manager may examine these books, records and documents at the Society's offices or other approved site under the direct control and supervision of the

Society during regular business hours and upon reasonable notice. Furthermore, the County Manager may, upon reasonable notice and at the County's expense, audit or have audited all financial records of the Society, whether or not purported to be related to this grant.

Pursuant to Section 2-1076 of the Miami-Dade County Code the County shall have the right to engage the services of an independent private-sector inspector general ("IPSIG") to monitor and investigate compliance with the terms of this Agreement. The Office of the **MIAMI-DADE COUNTY INSPECTOR GENERAL (IG)** shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions, and contracts such as this Agreement for improvements some cost of which is funded with County funds.

As such, the IG may, on a random basis, perform audits on this Agreement throughout the duration of said Agreement (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County.

The IG shall have the power to retain and coordinate the services of an **IPSIG** who may be engaged to perform said random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the Society and contractor and their respective officers, agents and employees, lobbyists, subcontractors, materialmen, staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud. The IG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to the Society (and any affected contractor and materialman) from IG, the Society (and any affected contractor and materialman) shall make all requested records and documents available to the IG for inspection and copying.

The IG shall have the power to report and/or recommend to the Board whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The IG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

The IG is authorized to investigate any alleged violation by a contractor of its Code of Business Ethics, pursuant Miami-Dade County Code Section 2-8.1.

The provisions in this section shall apply to the Society, its contractors and their respective officers, agents and employees. The Society shall incorporate the provisions in this section in all contracts and all other agreements executed by its contractors in connection with the performance of this Agreement. Any rights that the County has under this Section shall not be the basis for any liability to accrue to the

County from the Society, its contractors or third parties for such monitoring or investigation or for the failure to have conducted such monitoring or investigation and the County shall have no obligation to exercise any of its rights for the benefit of the Society.

Section 9. **Publicity and Credits:** The Society must include the following credit line in all promotional marketing materials related to this funding including web sites, news and press releases, public service announcements, broadcast media, programs, and publications: "THIS PROJECT IS SUPPORTED BY THE BUILDING BETTER COMMUNITIES BOND PROGRAM AND THE MAYOR AND BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY."

Section 10. **Naming Rights and Advertisements:** In the event that any naming rights or advertisement space is offered on a facility constructed or improved with BBC GOB Program funds, then Miami-Dade County's name, logo, and slogan shall appear on the facility at least once. Lettering used for Miami-Dade County will be no less than 75% of the size of the largest lettering used for any sponsor or advertiser.

Section 11. **Liability and Indemnification:** It is expressly understood and intended that the Society, as the recipient of BBC GOB Program funds, is an agent of Miami-Dade County, and the Miami-Dade County Department administering the Funding Cycle Allocation award.

The Society agrees to be responsible for all work performed and all expenses incurred in connection with the Project. The Society may subcontract as necessary to complete the Project, including entering into subcontracts with vendors for services and commodities, provided that it is understood by the Society that the County shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Society shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

The Society 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 Society or its employees, agents, servants, partners, principals, subconsultants or subcontractors. Society 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 attorneys' fees which may issue thereon. Society expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Society 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.

Section 12. **Assignment:** The Society is not permitted to assign this Agreement or any portion thereof. Any purported assignment will render this Agreement null and void and subject to immediate rescission of the full amount of the Funding Cycle Allocation award and reimbursement by the Society of its full value to the County.

Section 13. **Compliance with Laws:** It shall be a contractual obligation of the Society hereunder and the Society agrees to abide by and be governed by all Applicable Laws necessary for the development and completion of the Project. "Applicable Law" means any applicable law (including, without limitation, any environmental law), enactment, statute, code, ordinance, administrative order, charter, tariff, resolution, order, rule, regulation, guideline, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, or other direction or requirement of any governmental authority, political subdivision, or any division or department thereof, now existing or hereinafter enacted, adopted, promulgated, entered, or issued. Notwithstanding the foregoing, "Applicable Laws" and "applicable laws" shall expressly include, without limitation, all applicable zoning, land use, DRI and Florida Building Code requirements and regulations, all applicable impact fee requirements, all requirements of Florida Statutes, specifically including, but not limited to, Section 255.05 related to payment and performance bonds, Section 255.20 related to contractor selection and Section 287.055 related to competitive selection of architects and engineers, all requirements of Chapters 119 and 286 of the Florida Statutes, all disclosure requirements imposed by Section 2-8.1 of the Miami-Dade County Code, all requirements of Miami-Dade County Ordinance No. 90-133 (amending Section 2-8.1), County Resolution No R-754-93 (Insurance Affidavit), County Ordinance No. 92-15 (Drug-Free Workplace), and County Ordinance No. 91-142 (Family Leave Affidavit), execution of public entity crimes disclosure statement, Miami-Dade County disability non-discrimination affidavit, and Miami-Dade County criminal record affidavit, all applicable requirements of Miami-Dade County Ordinance No. 90-90 as amended by Ordinance 90-133 (Fair Wage Ordinance), Section 2-11.15 of the Code (Art in Public Places), the requirements of Section 2-1701 of the Code and all other applicable requirements contained in this Agreement.

Except where State or federal laws or regulations mandate to the contrary, the Society shall cause its contractors to comply with the Responsible Wage Ordinance (Section 2-11.16 of the Code of Miami-Dade County, Administrative Order 3-24 and the Responsible Wages and Benefits Supplemental General Conditions contained in Exhibit 5) throughout the effective term of this Agreement to the same extent as if the construction contract was a competitively bid County construction contract.The Society shall comply and shall cause its contractors to comply with Miami-Dade County Resolution No. R-385-98 which creates a policy prohibiting contracts with firms violating the Americans with Disabilities Act of 1990 and other laws prohibiting discrimination on the basis of disability.

The Society covenants and agrees with the County to comply with Miami-Dade County Ordinance No. 72-82 (Conflict of Interest), Resolution No. R-1049 93

(Affirmative Action Plan Furtherance and Compliance), and Resolution No. R.-185-00 (Domestic Leave Ordinance).

Except where State or federal laws or regulations mandate to the contrary, the Society shall comply and shall cause its contractors to comply with the requirements of Section 10-33.02 of the Code of Miami-Dade County and the Community Business Small Enterprise Program Provisions attached hereto as Exhibit 5 to the same extent as if this Agreement were a County capital construction contract.

The Society shall cooperate and shall cause its contractors to cooperate with the County's Department of Business Development ("DBD") to identify and establish appropriate Community Small Business Enterprise ("CSBE") subcontractor and local workforce (CWP) goals for construction trade and labor work associated with the Project. The Society shall cause its contractors to comply with all CBSE subcontractor and local workforce goals established by DBD for the Project and shall cause its contractors to comply with all other requirements of the Provisions.

The Society shall, and shall require all contractors to, (a) comply with all periodic monitoring and other compliance documentation required by DBD in connection with the CSBE Participation Provisions, the CWP and the Responsible Wage Ordinance, (b) grant to DBD all rights of access to records of contractors and subcontractors for monitoring and compliance with the foregoing, (c) pay any applicable monitoring fees, and (d) comply with all enforcement actions and pay any sanctions imposed by DBD for non-compliance with the foregoing. The Society shall include the foregoing requirements in each contract.

All records of the Society and its contractors pertaining to the Project shall be maintained in Miami-Dade County and, upon reasonable notice shall be made available to representatives of the County. In addition, the Office of Inspector General of Miami-Dade County shall have access thereto for any of the purposes provided in Sec. 2-1076 of the Code of Miami-Dade County.

The Society shall cause each contract to include a provision that contractor shall comply with all requirements of the Responsible Wage Ordinance, the CWP, and the CSBE Participation Provisions (including prompt payment) all as provided above and Exhibits 5 attached hereto, and Section 2-1076 as provided in Section 8 herein, and that contractor will maintain all files, records, accounts of expenditures for contractor's portion of the Work and that such records shall maintained within Miami-Dade County and County shall have access thereto as provided in this Agreement.

The Society shall comply with any applicable requirements of Florida Statutes related to retainage of funds due a contractor and shall include appropriate language in its construction contracts and shall require the contractor to include such language in its subcontracts.

The Society has certifiably indicated compliance to certain Applicable Laws by properly executing the affidavits attached hereto. See affidavits for specific provisions and declarations described.

Section 14. **Breach, Opportunity to Cure and Termination:**

(a) Each of the following shall constitute a default by the Society:

(1) If the Society uses the Funding Cycle Allocation for costs not associated with the Project (i.e. ineligible costs), and the Society fails to cure its default within thirty (30) days after written notice of the default is given to the Society by the County; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the Society commences diligently and thereafter continues to cure.

(2) If the Society shall breach any of the other covenants or provisions in this Agreement other than as referred to in Section 14(a)(1) and the Society fails to cure its default within thirty (30) days after written notice of the default is given to the Society by the County; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the Society commences diligently and thereafter continues to cure.

(b) Each of the following shall constitute a default by the County:

(1) If the County shall breach any of the covenants or provisions in this Agreement and the County fails to cure its default within thirty (30) days after written notice of the default is given to the County by the Society; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the County commences diligently and thereafter continues to cure.

(c) Remedies:

(1) Upon the occurrence of a default as provided in Section 14(a)(1) and such default is not cured within the applicable grace period, in addition to all other remedies conferred by this Agreement, the Society shall reimburse the County, in whole or in part as the County shall determine, all funds provided by the County hereunder.

(2) Either party may institute litigation to recover damages for any default or to obtain any other remedy at law or in equity (including specific performance, permanent, preliminary or temporary injunctive relief, and any other kind of equitable remedy).

(3) Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are

cumulative and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default.

(4) Any failure of a party to exercise any right or remedy as provided in this Agreement shall not be deemed a waiver by that party of any claim for damages it may have by reason of the default.

(d) Termination:

(1) Notwithstanding anything herein to the contrary, either party shall have the right to terminate this Agreement, by giving written notice of termination to the other party, in the event that the other party is in material breach of this Agreement.

(2) Termination of this Agreement by any Party is not effective until five (5) business days following receipt of the written notice of termination.

(3) Upon termination of this Agreement pursuant to Section 14(d)(1) above, no party shall have any further liability or obligation to the other party except as expressly set forth in this Agreement; provided that no party shall be relieved of any liability for breach of this Agreement for events or obligations arising prior to such termination.

In the event this grant is canceled or the Society is requested to repay Funding Cycle Allocation funds because of a breach of this Agreement, the Society will not be eligible to apply to the County for another grant for a period of one (1) year, commencing on the date the Society receives the notice in writing of the breach of this Agreement. Further, the Society will be liable to reimburse Miami-Dade County for all unauthorized expenditures discovered after the expiration or termination of this Agreement. The Society will also be liable to reimburse the County for all lost or stolen Funding Cycle Allocation funds.

Funding Cycle Allocation funds which are to be repaid to the County pursuant to this Section or other sections in this Agreement, are to be repaid by delivering to the County Manager a certified check for the total amount due payable to Miami-Dade County Board of County Commissioners.

These provisions do not waive or preclude the County from pursuing any other remedy, which may be available to it under the law.

Section 15. **Waiver:** There shall be no waiver of any right related to this Agreement unless in writing and signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time or of any other right under this Agreement. Waiver by any party of any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement.

Section 16. **Written Notices:** Any notice, consent or other communication required to be given under this Agreement shall be in writing, and shall be considered given when delivered in person or sent by facsimile or electronic mail (provided that any notice sent by facsimile or electronic mail shall simultaneously be sent personal delivery, overnight courier or certified mail as provided herein), one business day after being sent by reputable overnight carrier or 3 business day after being mailed by certified mail, return receipt requested, to the parties at the addresses set forth below (or at such other address as a party may specify by notice given pursuant to this Section to the other party):

The County: George M. Burgess, County Manager
111 N.W. 1st Street (29th Floor)
Miami, Fl. 33128

Society: President
Zoological Society of Florida
12400 SW 152 Street,
Miami, Florida 33177-1402

With Copies to: Assistant Director for Planning Development
Park and Recreation Department
275 NW 2 Street, 5th Floor,
Miami, Florida 33128

Director, Miami-Metrozoo
12400 SW 152 Street,
Miami, Florida 33177

Section 17. **Captions:** Captions as used in this Agreement are for convenience of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

Section 18. **Contract Represents Total Agreement:** This Agreement, and the attachments thereto, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives. In the event a conflict between this Agreement and any of its attachments or exhibits, this Agreement shall prevail.

Section 19. **Litigation Costs/Venue**: In the event that the Society or the County institutes any action or suit to enforce the provisions of this Agreement, the prevailing party in such litigation shall be entitled to reasonable costs and attorney's fees at the trial, appellate and post-judgment levels. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The County and the Society agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.

Section 20. **Representation of the Society**: The Society represents that this Agreement has been duly authorized, executed and delivered by the governing body of the Society and it has granted the President of the Society, or the designee, the required power and authority to execute this Agreement. The Society agrees to a) maintain the Project for a minimum of twenty-five (25) years, b) agrees to govern itself, in regards to the subject Project, in accordance with Article 6 of the County Charter, c) keep the Project open safely and properly maintained for all Miami-Dade County residents, and d) allow all Miami-Dade County residents equal access and use of the project and not discriminate when charging facility admission fees. The Society also agrees to accept and comply with the Administrative Rules as stated in Attachment 1. The Society shall be solely responsible for submitting all documentation required by the Administrative Rules to the County Manager or his designee.

Section 21. **Representation of the County**: The County represents that this Agreement has been duly approved, executed and delivered by the Board, as the governing body of the County, and it has granted the Miami-Dade County Manager the required power and authority to execute this Agreement. The County agrees to provide the Funding Cycle Allocation to the Society for the purpose of developing and improving the Project in accordance with each of the attached Exhibit Forms, incorporated herein as Exhibits A-J of Attachment 1 (Administrative Rules). Miami-Dade County shall only be obligated to reimburse the Society provided the Society is not in breach of this Agreement and the Society has demonstrated that it has adequate funds to complete the Project. The County shall administer, in accordance with the appropriate regulations, the funds available from the BBC GOB Program as authorized by Board Resolutions. Any and all reimbursement obligations of the County shall be fully subject to and contingent upon the availability of funding from the County for the specific purpose contained herein.

Section 22. **Invalidity of Provisions, Severability**: Wherever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited

or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

Section 23. **Insurance:** The Society shall furnish to the Office of Capital Improvements, 111 NW 1st Street, Suite 2130, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.

B. Public Liability Insurance on a comprehensive basis in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

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

or

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

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

Section 24. **Payment and Performance Bond:** The Society shall obtain and deliver to the County a payment and performance bond which meets the requirements of Section 255.05, Florida Statutes, naming the Society as Principal and the County as Obligee, or in lieu of such bond, an alternative form of security for the payment and performance obligations as set forth in this section, not less than ten (10) days prior to the anticipated commencement of the Project ("commencement of

the Project" includes the purchase of supplies and materials). The alternative security shall be in the form of _____ in an amount equal to $2 million or in such other form and value as approved by the Board (the "Alternative Form of Security"). The Alternative Form of Security shall be held by the County until completion of the project and receipt of a final release of lien from the Society and the contractor(s) constructing the project.

In addition to the payment and performance bond or Alternative Form of Security required above, the Society shall obtain from the contractor(s) constructing the project, a payment and performance bond in the form required by Section 255.05, Florida Statutes, identifying as Principal(s) any person or entity that enters into a Construction Manager or construction contract with the Society for construction of all or a portion of the Project and identifying the County as obligee under the said performance and payment bond, as the party protected by the Surety against loss in the event of default in performance or payment for services by the Principal(s) under the terms of the contract with the Society.

The County Manager or his designee shall have the right of approval of the payment and performance bond which approval shall not be unreasonably withheld. The Society shall be responsible for recording the bonds and providing notice to contractors and consultants, as required by Section 255.05 of the Florida Statutes.

Section 25. **Special Conditions:** The grant is awarded to this Society with the understanding that the Society is performing a public purpose through the programs, projects, and services recommended for support. Use of these funds for any program component not meeting this condition will be considered a material breach of the terms of this Agreement and will allow Miami-Dade County to seek remedies including, but not limited to those outlined in the Sections and Exhibits of this Grant Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

ATTEST:

MIAMI-DADE COUNTY, FLORIDA
HARVEY RUVIN, CLERK

By: _____ Date:_____, 2006
Deputy Clerk

By: _____ Date: _____, 2006
George M. Burgess
County Manager

ATTEST:

ZOOLOGICAL SOCIETY OF FLORIDA
Federal Identification #_____

(Society's Corporate Seal)

By_____
Chairman or President

_____
Type or Print Above Signature

By_____
Treasurer/ Chief Fiscal Officer

_____
Type or Print Above Signature

By_____
Executive Director

_____
Type or Print Above Signature

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

Approved _____ Mayor
Veto _____
Override _____

Substitute
Agenda Item No. 14(A)(10)
05-17-05

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

RESOLUTION NO. R-595-05

RESOLUTION APPROVING ADMINISTRATIVE RULES REGARDING DISTRIBUTION OF BUILDING BETTER COMMUNITIES BOND PROCEEDS TO BENEFICIARIES OTHER THAN COUNTY; APPROVING FORM OF INTERLOCAL AGREEMENT AND 501 (C)(3) AGREEMENT AND AUTHORIZING COUNTY MANAGER TO FINALIZE, DELIVER AND EXECUTE SUCH AGREEMENTS FOR EACH DISTRIBUTION TO A BENEFICIARY

WHEREAS, it is in the best interest of the citizens of Miami-Dade County ("County") and each beneficiary of the Building Better Communities Bond Program that the selection of projects and the disbursement of bond proceeds from each series of general obligation bonds be clearly delineated in a set of administrative rules ; and

WHEREAS, a beneficiary of the Building Better Communities Bond Program may include a municipality or a not-for-profit corporation ("Beneficiary") in addition to the County so it is necessary for this Board to approve the form of an Interlocal Agreement or a 501 (c)(3) Agreement to be used when disbursing bond proceeds to a Beneficiary; and

WHEREAS, this Board wishes to delegate to the County Manager the authority to finalize and execute an Interlocal Agreement or a 501 (c)(3) Agreement each time bond proceeds are disbursed to a Beneficiary after consultation with the County Attorney's Office and Bond Counsel,

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

Section 1. The administrative rules regarding the distribution of bond proceeds from the Building Better Communities Bond Program are approved in the form attached to this resolution as Exhibit "A", with such changes and revisions that may be made by the County Manager after consultation with the County Attorney's Office and Bond Counsel.

Section 2. The County Manager is authorized to execute and deliver an appropriate agreement for municipalities or 501 (c)(3) entities in the form attached as Exhibit "B" or Exhibit "C" to this resolution, with such changes and revisions that may be made by the County Manager after consultation with the County Attorney's Office and Bond Counsel, each time bond proceeds from the Building Better Communities Bond Program are distributed to a Beneficiary.

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

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 17th day of May, 2005. This Resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04.

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

HARVEY RUVIN, CLERK

By: KAY SULLIVAN
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Gerald T. Heffernan

EXHIBIT A

BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM ADMINISTRATIVE RULES SPECIFIED PROJECT ALLOCATIONS

SECTION 1. BACKGROUND

These administrative rules govern the implementation of the Building Better Communities General Obligation Bond Program as established by Ordinance No. 05-47 (the "Ordinance").

SECTION 2. SCOPE

These administrative rules have been prepared to address the allocation and acquisition of funds for the programs identified in the Building Better Communities General Obligation Bond Program. This Program, in addition to other projects, provides four (4) Funding Allocation categories defined as Historical Preservation Fund, Economic Development Fund, Not-for-Profit Community Organization Capital Fund, and Primary Health Care Facilities Fund.

SECTION 3. GENERAL

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

All funding recipients for covered projects are required to follow these administrative rules. Failure to do so may lead to disqualification.

Additional administrative rules and/or application materials may be obtained by contacting the County Manager's Office. All inquiries, correspondence and Applications for Funding Allocations should be addressed to:

Miami-Dade County
County Manager's Office
111 NW 1 Street
Suite 2910
Miami, Florida 33128
Attention: Roger T. Hernstadt

or to a Department or agency of Miami-Dade County, serving as the County Manager's Designated Representative.

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Memorandum

MIAMI-DADE COUNTY

Date: May 17, 2005

Substitute
Agenda Item No. 14(A)(10)

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

From: George M. Burgess
County Manager

Subject: Resolution for Administrative Rules and Interlocal Agreement for the *Building Better Communities* Bond Program

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This substitute incorporates changes to Exhibit "A", the Administrative Rules approved by the Committee of the Whole to clarify that all funding applications shall be reviewed by the GOB Sub-committee and presented to the Board of County Commissioners for final approval and the addition of the Historic Preservation Board to Appendix "A".

RECOMMENDATION

It is recommended that the Board adopt the attached resolution authorizing the County Manager to establish the Administrative Rules for the *Building Better Communities* Bond Program. Additionally, this resolution approves the Interlocal and 501 (c)(3) Agreements for distribution to each beneficiary.

BACKGROUND

On November 2, 2004 the voters of Miami-Dade County approved a $2.9 billion General Obligation Bond Program that will finance over the next 15 years more than three hundred (300) capital projects, some of which will be built by the municipalities and other external stakeholders. This resolution establishes the Administrative Rules for the *Building Better Communities* Bond Program and allows the County to proceed as scheduled with the first bond sale this summer. Also, included in this resolution as Exhibit "C" are the forms for the Interlocal Agreement for municipalities and the 501 (c)(3) entities that will be entered into by Miami-Dade County and all beneficiaries of this bond sale.

Bill Johnson

Assistant County Manager

MEMORANDUM
(Revised)

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

DATE: May 17, 2005

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Substitute Agenda Item No. 14(A)(10)

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**

SECTION 4. DEFINITIONS

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

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

"Administrative Costs" means real and verifiable expenditures for administration, project management (not related to construction supervision), indirect costs (accounting/purchasing/personnel, etc.), and imposed fees (e.g., permit processing fees) also categorized as Soft Costs.

"Applicant" means a Public Agency, Not-for-Profit Organization or other entity, which submits an application for Building Better Communities General Obligation Bond funds during an announced Application Submission Period.

"Application" means the process described in these rules to make a formal request for Funding Allocation that commences upon submission by an eligible party of a Funding Application package and ends upon the execution of a Funding Agreement or a decision not to fund.

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

"Board of County Commissioners" or **"Board"** means the legislative and the governing body of the county and shall have the power to carry on a central metropolitan government herein referred to as the Board.

"Community-Based Organization (CBO)" shall refer to any Not-for-Profit 501(c)(3) agency, group, organization, society, association, partnership or individual whose primary purpose is to provide a community service designed to improve or enhance the well-being of the community of Miami-Dade County at large or to improve or enhance the well-being of certain individuals within this community who have special needs.

"County" means Miami-Dade County, Florida.

"County Manager" or **"Manager"** means the head of the administrative branch of the County government or his/her designated representative.

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

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

"Funding Agreement" means an executed contract between the County and an Applicant setting forth-mutual obligations regarding a Funding Allocation.

"Funding Allocation" means Building Better Communities General Obligation Bond funds approved for use by an Applicant for implementation of a Project pursuant to these rules.

"Funding Application Form" means the base document prepared by the Applicant summarizing the funding request on a form provided by the County Manager's Office. This document will be submitted with the Funding Application package.

"Funding Application package" means the complete submittal package required for funding consideration the submission of which commences the Funding Allocation process. (See Section 6)

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

"Grant Agreement" means an executed grant between the County and an Applicant setting forth mutual obligations regarding a Funding Grant.

"Match" means cash committed by the Applicant, as stipulated in the approved Funding Agreement, to complement funding awarded from the Building Better Communities General Obligation Bond Program.

"Municipality" means a political unit, such as a city, town, or village, incorporated for local self-government within the confines of Miami-Dade County. Municipalities or related entities are subject to the same administrative rules as any other applicant or recipient mentioned herein.

"Ordinance" means the Building Better Communities General Obligation Bond Ordinance No. 05-47.

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

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

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

"Recipient" means an entity receiving a Funding Allocation.

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

- Project Administration - administration, project management (not related to construction supervision), indirect costs (accounting/purchasing/personnel, etc.), imposed fees (e.g.,

Professional Services Agreement selection/permit processing fees)

- Planning Services - Master Plan development and approval, feasibility studies

- Design Services - schematic design, design development, construction documents, bidding or negotiation, as built drawings

"UMSA" means Unincorporated Municipal Service Area of the County, for which the County provides municipal services. Projects occurring within areas defined as UMSA are subject to the same administrative rules as any other project seeking Building Better Communities General Obligation Bond funding, regardless of the entity involved in the project.

SECTION 5. FUNDING CYCLES; APPLICATION SUBMISSION PERIODS

A Funding Cycle shall be established by the Board on a periodic basis related to the sale of bonds, provided there are Building Better Communities General Obligation Bonds remaining to be sold. Each Project determined by the Board to be eligible, may be funded during one or more Funding Cycles.

Each Building Better Communities General Obligation Bond Project is funded through a Funding Allocation. Eligible entities must apply for these Funding Allocations. Eligible entities existing on/or before July 20, 2004, the date the General Obligation Bond Resolutions were approved by the Board, will receive priority consideration for project approval and allocation. Funding Agreements between the County and approved Applicants implement the Funding Allocations.

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

SECTION 6. FUNDING APPLICATION

Complete Funding Application. An Applicant must submit a complete Funding Application in order to receive an award. A complete Funding Application means one that meets all the requirements of the Ordinance and these rules and is supported by proper documentation. Proper documentation includes all documentation reasonably required by the Board or the County to enable determination of Project costs and compliance with the Ordinance. The Funding Application package shall consist of:

1) Completed Funding Application Form.

2) Completed Line Item Budget. The line item budget must be submitted with budget justifications for the Construction and Fixture, **Furniture and Equipment** line items. The justification should provide detailed descriptions of the project elements. Reimbursement for Fixture, Furniture & Equipment is contingent upon prior inclusion and approval of these expenses in the Funding Agreement. (See Section 9B-11).

3) Letter(s) of commitment for matching funds that complement the Funding Allocation request as may be required by the application.

4) Projected completion date for the Project.

5) Project location map.

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

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

8) A Community Based Organization shall submit a board resolution which at a minimum: (i) authorizes the execution of the Funding Agreement; (ii) commits the organization to complete the Project; (iii) and as applicable, commits the organization to provide operating, maintenance and programming funds upon completion of the Project.

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

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

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

2) The Pre-agreement Expenses for all subsequent Series (after Series 05) were incurred no earlier than one (1) year prior to the application date, unless previously approved by the Board.

SECTION 7. ELIGIBILITY REQUIREMENTS

A) Economic Development Fund

The Economic Development Fund (EDF) is a component of the Building Better Communities Bond Program and is available for the purpose of providing infrastructure improvements to spur economic development and attract new businesses to the community in order to create jobs. The EDF includes $75 million that is available countywide and $15 million that is specifically focused on the county's designated Targeted Urban Areas (TUAs). Eligible uses of the EDF include but are not limited to: infrastructure funding for road construction, water and sewer lines, fencing, sidewalks, entryways, lighting, and handicap accessibility; acquisition of land or buildings; and new construction of buildings; renovation of buildings. Ineligible uses of the EDF include but are not limited to: working capital; furniture and fixtures; office equipment; and other non-capital related expenses.

B) Historical Preservation, Primary Healthcare Facilities Fund, and Not-for-Profit Community Organization Capital Funds.

1) Program Objectives

The Historical Preservation, Primary Healthcare Facilities, and Not-for-Profit Community Organization Capital Funds are a component of the Building Better Communities General Obligation Bond initiative for the purpose of funding projects that support the County's historic preservation, primary healthcare, and community agency infrastructure needs. These are capital projects that improve the quality of life for the County's citizens, enhance medical facilities, rehabilitate historic properties, save irreplaceable historic venues, and serve as a catalyst for preserving and protecting Miami-Dade's future. Medical institutions, historically and culturally significant properties, and Community Organizations needing capital funds for construction, renovation, and expansion of facilities within the community that meet the criteria for the following programs may be eligible for assistance from these funds:

a) Historic Preservation Fund
b) Not-for-Profit Community Organization Capital Fund
c) Primary Healthcare Facilities Fund

2) Program Descriptions and Criteria

a) Historic Preservation Fund

This program is intended to provide matching funds to private property owners, private nonprofit organizations, and municipal government agencies for the acquisition, relocation and rehabilitation of designated historic properties, properties eligible for designation as a historic property, or as a contributing historic district property, which has applied for such a designation within Miami-Dade County.

<u>Eligibility Requirements:</u>

Applicants:

- Active and duly registered Florida not-for-profit corporation 501(c)(3).
- Active and duly registered Florida for-profit corporation or recognized business entity.
- Municipal entity or agency based in Miami-Dade County.
- Owner of residential or commercial property located within Miami-Dade County.
- Individually listed as municipal, county, state or National Register of historic property located in Miami-Dade County.
- Contributing Property within a designated municipal, county, state or national historic district located in Miami-Dade County.
- Property determined eligible for listing as an individual historic site or as a contributing historic district property, and which has applied for such designation, in a municipal, county, state or National Register, and located within Miami-Dade County.

b) Not-for Profit Community Organization Capital Fund

The objective of this fund is to build and sustain the capability and capacity of the not-for-profit sector and support entities that enhance the quality of life of Miami-Dade County by delivering needed services. The $30 million allocated to this fund recognizes the importance and continuing contributions that these organizations make to the future of Miami-Dade County.

Eligibility Requirements:

- Legally incorporated 501(c)(3) not-for-profit organization lacking access to government sources of capital funding.
- Demonstrable financial stability.
- Organization's mission is consistent with goals identified in the Miami-Dade County Strategic Plan.
- Demonstrate ownership of or intent to purchase a facility.
- Letter of Commitment confirming the resources necessary to accomplish the project.
- Architectural/engineering study and/or equipment specifications and professional cost estimate.
- Two (2) year management and budget plan for the facility.

c) Primary Healthcare Facilities Fund

The objective of this fund is to build and sustain the capability and capacity of the not-for-profit sector and support entities that enhance the quality of primary healthcare within Miami-Dade County by delivering needed services. The $25 million allocated to this fund recognizes the importance and continuing contributions that these organizations, and the care that they provide, make to the future of Miami-Dade County.

Eligibility Requirements:

- Legally incorporated 501(c)(3) not-for-profit organization lacking access to government sources of capital funding.

- Demonstrable financial stability.
- Organization's mission is consistent with goals identified in the Miami-Dade County Strategic Plan.
- Demonstrate ownership of or intent to purchase a facility.
- Letter of Commitment confirming the resources necessary to accomplish the project.
- Architectural/engineering study and/or equipment specifications and professional cost estimate.
- Two (2) year management and budget plan for the facility.

SECTION 8. ELIGIBILITY DETERMINATION AND EVALUATION

Following closure of an Application Submission Period, the Manager will review each Funding Application for funding eligibility and evaluate the eligibility or ineligibility of each of its Funding Applications. The Manager may use entities such as those listed in Appendix A to assist him in the review and to create Project Review Committees. Any such entity shall adhere to public record protocols specified under Administrative Order No. 3-31. Funding allocations for eligible projects may be recommended to the County Manager by the Project Review Committee. In the case of the Economic Development Fund (EDF), the Project Review Committee will include, but not be limited to, representatives from the County's economic development and revitalization departments (e.g., Office of Community and Economic Development, Metro-Miami Action Plan Trust, Task Force on Urban Economic Revitalization), Miami-Dade Empowerment Trust, The Beacon Council, Coalition of Chambers of Commerce, the Greater Miami Chamber of Commerce, and the Dade League of Cities. The Manager and the Project Review Committee may determine that a Funding Application be classified as:

A) **Ineligible.** Declaration that a Funding Application is ineligible.

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

C) **Eligible.** Declaration that a Funding Application is fully eligible.

Funding Applications determined to be Eligible or Conditionally Eligible shall be reviewed and competitively evaluated to recommend bond funding allocations. A listing of all Funding Applications shall be reviewed by the GOB Sub-committee and presented to the Board by the County Manager in the form of a Resolution stating the eligibility determination, presenting the County Manager's funding recommendations based on the competitive evaluation and seeking approval for the disbursement of funds.

SECTION 9. FUNDING ALLOCATION ADMINISTRATION & REIMBURSEMENT POLICY

A) As a condition of award of a Funding Allocation, the Building Better Communities General Obligation Bond Program and the Recipient shall enter into a Funding Agreement which sets forth the responsibilities and duties of each regarding administration of the approved Project and approved Funding Allocation. The Funding Agreement shall specify the Project's beginning

and end dates and shall incorporate such other terms and conditions as may be required by particular circumstances.

B) **Payment.** Recipients are paid allocated funds subject to the following conditions:

1) **Cost of Issuance of Bonds.** Not more than one percent (1%) of the value of each Funding Allocation award may be earmarked for all costs incidental to the preparation, issuance and administration of the Building Better Communities General Obligation Bond Program.

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

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

4) Recipients will implement their own procurement process, however, they shall comply with all applicable Federal, State and local laws and regulations and may be subject to other County regulations and Administrative Orders directed by the Board. No Bid Waivers or Sole Source acquisitions shall be permitted unless they receive prior approval of the Board.

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

6) Payments to the Recipient may be withheld at any time that the Recipient fails to comply with the terms of the Funding Agreement. Funds withheld for failure to comply with the terms of the Funding Agreement but without suspension of the Funding Allocation shall be released to the Recipient upon subsequent compliance.

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

8) In general, payment shall be made on a reimbursement basis. A Funding Allocation Recipient may, upon submission of a Request for Advance Payment form (Exhibit B), receive an advance payment no more that 180 days in advance of the allocation schedule approved by the Board, for up to 25% of the value of the Building Better Communities General Obligation Bond funds awarded for the subject Project. All advance payments received by a Recipient 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 recipient will be required to close the account and submit a check to the County for the interest earned accompanied by an Interest Earned on Advance Form (Exhibit C). Upon receipt of the check and supporting documentation all subsequent reimbursement requests can be paid. Checks must be made payable to Miami-Dade County Board of County

Commissioners and forwarded to the Office of the County Manager.

9) Recipients must submit reimbursement requests on a quarterly basis, December 31, March 31, June 30 and September 30. If a Recipient is unable to submit a reimbursement request by the quarterly deadline, a written justification indicating the reason for the delay and expected submission date is required to be submitted by the deadline. Failure to comply with this requirement shall render the Recipient in non-compliance with the Administrative Rules and may result in reduction or forfeiture of payment, at the discretion of the County Manager. Failure to submit two consecutive requests shall be deemed a forfeiture of all rights unless specifically waived by the County Manager. The Recipient must submit a written explanation for such delays in order to be considered for a waiver of this requirement and all such waivers shall be made at the sole discretion of the County Manager.

10) Recipients shall complete, sign, and submit to the County Reimbursement Request forms as necessary (Exhibits D through H). All Contractual Services/Direct Payment and Furniture, Fixtures & Equipment reimbursement requests must be accompanied by supporting documentation (i.e., copies of invoices, receipts and check payments).

11) Reimbursement requests for Furniture, Fixtures & Equipment items must be included and approved in the Funding Agreement prior to acquisition. Written requests for Furniture, Fixtures & Equipment approval must be accompanied by Exhibit H.

12) Ten percent (10%) of the value of the Building Better Communities General Obligation Bond funding for a given Project shall be retained by the County until the Project is complete for all projects in excess of $100,000, unless otherwise recommended in writing by staff and approved by the Board. Upon completion of a Project, a signed project completion certificate (Exhibit I) must be submitted with the final reimbursement request forms in order for the retainer to be released.

13) The County Manager may require that reimbursement requests for any Funding Allocations requiring a cash match must be accompanied by documentation of the expenditure of committed match funds (i.e., copies of invoices, canceled checks, etc.).

14) Each Recipient will ensure that all contractors and consultants perform in accordance with the terms, conditions and specifications of their contracts or purchase orders and that all Federal, State and local contracting rules apply.

15) Each Recipient shall maintain an accounting system, which meets generally accepted accounting principles, and shall maintain all required financial records to properly account for all Building Better Communities General Obligation Bond funds and any supplemental funds used for the Project. The Recipient shall at all times maintain a separate accounting of all Building Better Communities General Obligation Bond funds.

16) Each Recipient shall be responsible for reporting, on a continuous, on-going basis, any contractual relationship established to perform work on the project, start dates, progress payments, completion dates, etc. in the system provided by the County.

17) The Recipient shall be responsible for completing the Project. If the total cost of the Project exceeds the value of the Funding Allocation, then the Recipient must provide any

supplemental funds required. In the event that supplemental funds are necessary for completion of a Project, as of the point in time that it is known that supplemental funds are needed, the Recipient must demonstrate that such supplemental funds have been committed to the Project prior to and as a condition of disbursement or further disbursement of Funding Allocations. The requirement for a Recipient to provide supplemental funds may be modified, in part or whole, by the Board, to the extent that it approves in writing any reduction to the Project scope of work in accordance with the Ordinance. Approval of any reduction in scope of work is at the sole discretion of the Board.

C) **Acquisition Projects.** Guidelines and requirements for administering Acquisition Project Funding Allocations are as follows:

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

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

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

4) Signage. For Acquisition only Projects, for six months following Acquisition, the Recipient shall post a sign, in the general design provided by the County, containing the Building Better Communities General Obligation Bond logo, identifying the source of Project funding. The cost of such a sign is eligible for payment from the Funding Allocation.

5) Ownership. Title to land acquired with Building Better Communities General Obligation Bond funds shall vest with a Public Agency or a legally incorporated 501(c)(3) Not-for-Profit Community Organization. Facilities constructed/developed with Building Better Communities General Obligation Bond funds shall vest with a Public Agency or a legally incorporated 501(c)(3) Not-for-Profit Community Organization.

D) **Development Projects.** Guidelines and requirements for administering Development Project Funding Allocations are as follows:

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

2) Cost Elements.

a) Construction Equipment. Recipients are required to use their own equipment, if available. If a Recipient's equipment is used, the maximum Funding Allocation payment shall cover operating and routine maintenance costs of such equipment; the Funding Allocation excludes any depreciation or replacement cost from payment. If an Applicant's equipment is used, a report or source document must describe the work performed, indicate the hours used and be related to the Project. If a Recipient does not have needed construction equipment available, then the Recipient may rent such equipment.

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

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

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

3) Cost Activities.

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

b) Fixtures, Furnishings and Equipment (FF&E). The cost of fixtures, furnishings and equipment necessary to operate the facility are eligible if approved in the Funding Agreement prior to acquisition (See Section 9B11). Consumable goods shall not be considered eligible. (Please refer to Section 4 for a detailed definition of FF&E)

c) Interpretive Signs and Aids. The cost of signs, display boards or other interpretive aids

relating to the Project are eligible.

d) Signage. During the time period of Development, the Recipient shall post a sign at the Project site, in the general design provided by the County, containing the Building Better Communities General Obligation Bond logo, identifying the source of funding for the Project. The cost of such a sign is eligible for payment from the Funding Allocation.

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

4) The following is a nonexclusive list of ineligible costs:

a) Funding Application costs.
b) Ceremonial expenses.
c) Expenses for publicity.
d) Bonus payments unless specifically authorized by the Board of County Commissioners.
e) Charges in excess of the lowest responsive and responsible bid or proposal in accordance with the governing rules and procedures of the Recipient, when the law requires the Recipient to utilize competitive selection.
f) Charges for deficits or overdrafts.
g) Charges incurred contrary to the policies and practices of the Recipient.
h) Interest expense (May be reimbursed at the discretion of the Board if incurred during the construction period and is attributable only to the construction period)
i) Litigation expenses or judgments, except for those awards resulting from an eminent domain taking.
j) The cost of services, material or equipment obtained under any other program.
k) Costs of discounts not taken.
l) The cost of purchasing a non-refundable option when acquiring land.

E) Budget Changes.

1) Recipients shall adjust their Project budgets to reflect actual costs and updated cost estimates and shall submit adjusted Project budgets to the Manager with the project completion certificate.

2) Budget adjustments may not exceed the 17% limitation for design, planning, and program administration, nor exceed the total budget award allocation, without approval of the Board.

3) Recipients shall obtain the prior written approval of the Manager for whenever budget adjustments are anticipated as outlined in a and b, below, and approval of the Board whenever budget adjustments are anticipated as outlined in c, below. The request must be in the same budget format the Recipient used in the Agreement and shall be accompanied by a narrative justification for the proposed revision. Such request for adjustment shall, if approved, amend the Funding Agreement. Requests for budget changes shall be considered whenever any of the following adjustments are required:

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

b) Any proposed reduction or revision of the scope or objectives of the Project (regardless of whether there is an associated budget adjustment) that substantially changes the original intent of a project. However, in the event that a Recipient has completed the approved scope of work for a project and has unexpended funds, the Recipient may submit a request to the County Manager's Office to expend these funds in an existing or new budget line item for the project. The Manager is authorized to approve such budget changes and expenses not to exceed 15% of the total budget.

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

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

1) Provide a justification for the additional costs;

2) Identify available funds for the completion of the Project; and, if necessary

3) Request from the Board a reduction in the Project scope consistent with the terms of the Ordinance.

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

SECTION 10. COMPLIANCE RESPONSIBILITIES

The following constitute general requirements for program compliance:

A) An annual independent audit of the Building Better Communities General Obligation Bond funds must be submitted by all Recipients to the County Manager's Office by June 1st, following the fiscal year for which the audit was performed. An audit must be submitted from all funded Recipients, even if they did not submit or receive reimbursements during the fiscal year. The audit report must include the Fund Summary Status Report, Exhibit J. The audit must be performed by certified independent auditors and include the following:

1) Test for compliance with the Funding Agreement, Miami-Dade County Ordinance No. 05-47, applicable resolutions and the Building Better Communities General Obligation Bond Administrative Rules.

2) Test to verify compliance with advance requirements.

3) Sufficient tests, as determined by the independent auditor to verify true and accurate reflection of project expenditures.

4) Tests to verify expenditure of required match dollars.

5) Verification of the Fund Summary Status Report.

B) Land and facilities acquired, developed, improved or rehabilitated by Funding Allocation shall be dedicated and maintained in perpetuity for the use and benefit of the general public except where leases are in effect. Any land, facilities, or equipment acquired with Building Better Communities General Obligation Bond funds may not be sold or transferred without the written consent of the County and may require an equitable reimbursement of bond funding based on residual value. All projects shall be open to the public at reasonable times and shall be managed in a safe and attractive manner appropriate for public use.

C) Funding Allocation for the purposes of development, improvement, rehabilitation or restoration shall be expended for these purposes only on lands owned by a Recipient or on lands for which the Recipient holds a lease or other use agreement. Such lease or other use agreement must be for an unexpired term of 25 years. The Funding Allocation Recipient may demonstrate the eligibility of the Project to the reasonable satisfaction of the Board, through a joint ownership, use, franchise or other agreement, evidencing that the lands and/or the Project will be utilized for the public benefit, consistent with the terms of this Ordinance, for a term of at least 25 years in duration. The lease must not be revocable at will.

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

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

F) If a Recipient materially fails to comply with any term of an award, the Board or the County Manager may take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Recipient.

2) Disallow all or part of the cost of the activity or action not in compliance.

3) Wholly or partly suspend or terminate the current award for the Recipient's program.

4) Withhold further Funding Allocation awards from the Recipient, or

5) Take other remedies that may be legally available.

42

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

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

1) The costs result from obligations which were properly incurred by the Recipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancelable; and

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

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

SECTION 11. QUARTERLY REPORTS

Recipients are required to submit the Project Status Report on a quarterly basis, in the format stipulated by the Manager. Additional reports that shall be due upon request of the Manager may include, but are not limited to:

A) Actual accomplishments of each Funding Allocation

B) Problems encountered in implementation of each Funding Allocation

C) Anticipated start and/or completion dates of each Funding Allocation

Recipient may be required to meet with the Board to discuss the Project.

SECTION 12. PROJECT CLOSE-OUT

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

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

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

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

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

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

SECTION 13. INTERPRETATION; ADMINISTRATION

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

The Manager shall be authorized to interpret the provisions of these administrative rules and their interpretation of any matters governed hereby shall be final and may only be overturned by a majority vote of the Board. The Manager shall submit recommendations amending these administrative rules to the Board, which may approve or reject such recommendations by majority vote.

The Manager shall be authorized and required to administer the Building Better Communities General Obligation Bond Program consistent with the Ordinance and these administrative rules.

APPENDIX A

Empowerment Zone Trust Board
Task Force on Urban Revitalization
Metro Miami Action Plan Trust
Beacon Council

Dade Heritage Trust
Historic Preservation Board

Alliance for Human Services
Dade Community Foundation

Office of Countywide Health Care Planning

EXHIBIT B

AGREEMENT
BETWEEN
THE MUNICIPALITY OF_____, FLORIDA
AND
MIAMI-DADE COUNTY

THIS AGREEMENT, [the "Agreement"] by and between Miami-Dade County, a public body corporate and politic, through its governing body, the Board of County Commissioners of Miami-Dade County, Florida [hereinafter sometimes referred to as the "County",] and the Municipality of_____, Florida, a public body corporate and politic, through its governing body, the Board of Commissioners of_____, Florida [hereinafter sometimes referred to as the "Municipality",] is entered into this _____ day of _____, 200X.

WITNESSETH

WHEREAS, on July 20, 2004, the Board enacted Resolution Numbers Nos. R-912-04, R-913-04, R-914-04, R-915-04, R-916-04, R-917-04, R-918-04, and R-919-04 authorizing the issuance of $2.926 billion in general obligation bonds for capital projects and on November 2, 2004, a majority of those voting approved the bond program; and

WHEREAS, the aforementioned Resolutions include specific countywide projects as well as neighborhood projects for the Unincorporated Municipal Service Area (UMSA) and the municipalities and associated allocations for activities such as but not limited to development, improvement, rehabilitation, restoration or acquisition of real property including a combined total of $_____ for the projects listed in Attachment 1 within the Municipality.

WHEREAS, the County is willing to participate in such funding for the Project because of the benefit to it's citizens and the positive economic impact the Project would have to the business community throughout the County; and

WHEREAS, the County and the Municipality agree to a funding plan which provides for (name of this project) that is designed to (improve, build, or purchase something), thereby (providing what benefit); and

WHEREAS, the Commissioners of both the County and the Municipality have authorized, by resolution, their respective managers to enter into an agreement describing their respective roles in the funding for the Project costs;

NOW THEREFORE, pursuant to the County Commission action on _____, 2004, Ordinance No. _____, which specifically authorizes the County Manager to execute such agreements, sub-agreements and other required contracts and documents, to expend Building Better Communities bond funds received for the purpose described in the funding request, and in consideration of the mutual promises and covenants contained

herein and the mutual benefits to be derived from this Agreement, the parties hereto agree as follows:

Section 1. **Purpose**: The purpose of this Agreement is to clarify the parties' roles and obligations regarding the funding being provided with respect to the Project.

Section 2. **Funding Responsibilities:**

a. **Project Funding Plan**: The Project funding plan identifies the costs covered by the County and the costs to be funded by the Municipality through a local funding plan or written project funding commitments from third parties.

b. **Local Sponsor**: The Municipality has agreed to act as the local sponsor for this Project and as such shall delineate local funding responsibilities in accordance with a local funding plan.

c. **Local Funding Plan**: The local funding plan delineates the following: Miami-Dade County to contribute $_____ and the Municipality of _____ to contribute all project costs in excess of the County contribution. These costs include, but are not limited to, costs associated with land rights-of-way, relocations, easements, and similar project requirements.

d. **Responsibilities of the Municipality**: The Municipality, as sponsor for the Project, agrees to provide, and warrants and represents that it has, in combination with the County contributions, the amount of funding necessary for the completion of the Project.

e. **Responsibilities of the County**: The County agrees to provide $_____ of the funds necessary to complete the project. This sum shall be provided in accordance with the reimbursement procedures contained herein and upon full disbursement of all other funds dedicated to the project. In the event that Project Milestones are not met on schedule, the dollars to be funded for said milestones will be delayed for one calendar year.

f. **Reimbursement Procedures**: Project costs shall be reported to the County and summarized on the reimbursement request along with supporting documentation. The Municipality shall identify and demonstrate the disbursement of funds through receipts, canceled checks or other documentary evidence. Upon receipt of a reimbursement request from the Municipality, the County shall review the reimbursement request and note any errors, omissions or inconsistencies within twenty (20) days of receipt and report these to the Municipality, in writing. The County agrees to reimburse the Municipality, up to the limits of the County contribution, for the funds disbursed within thirty (30) days of the receipt of the reimbursement request, less any disputed charges.

g. **Non-Compliance**: The County shall have the right to reimbursement, either in whole or in part as it may determine, of funds provided by the County hereunder for noncompliance by the Municipality with any of the terms of this Agreement.

47

Section 3. **Effective Date and Term:** This Agreement shall take effect upon execution and shall terminate upon the completion of the Project, including the completion of all final closeout documentation.

Section 4. **Compliance with Codes and Laws:** Each party agrees to abide by all applicable laws, orders, rules and regulations, with the Municipality being responsible for monitoring and /or obtaining and abiding by all federal, state and local laws and regulations necessary for the development and completion of the Project.

Section 5. **Access and Audits:** The Municipality shall maintain adequate records to justify all charges, expenses, and costs incurred which represent the funded portion of the Project for at least three (3) years after completion of the Project. The County shall have access to all books, records, and documents as required in this section for the purpose of inspection or auditing during normal business hours.

Section 6. **Independent Contractor**: The parties agree that the Municipality is an independent contractor and not an agent or servant of the County. No person employed by any party to this Agreement, shall in connection with the performance of this Agreement or any services or functions contemplated hereunder, at any time, be considered the employee of the other party, nor shall an employee claim any right in or entitlement to any pension, workers' compensation benefit, unemployment compensation, civil service or other employee rights or privileges granted by operation of law or otherwise, except through and against the entity by whom they are employed.

Section 7. **Liability**: The parties to this Agreement shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party. Nothing contained herein shall be construed as a waiver, by either party, of the liability limits established in section 768.28 of the Florida Statutes. The Municipality acknowledges that the County, its employees, commissioners and agents are solely providing funding assistance for the Project and are not involved in the design, construction, operation or maintenance of the Project.

Section 8. **Breach and Opportunity to Cure**: The parties expressly covenant and agree that in the event either party is in default of its obligations under this Agreement, the party not in default shall provide to the defaulting party thirty (30) days written notice before exercising any of its rights.

Section 9. **Litigation costs/Venue**: In the event that the Municipality or the County institutes any action or suit to enforce the provisions of this Agreement, the prevailing party in such litigation shall be entitled to reasonable costs and attorney's fees at the trial, appellate and post-judgment levels. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The County and the Municipality agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade

County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.

Section 10. **Naming Rights and Advertisements**: In the event that any naming rights or advertisement space is offered on a facility constructed or improved with Bond Program funds, then Miami-Dade County's name, logo, and slogan shall appear on the facility not less than once and equal to half the number of times the most frequent sponsor or advertiser is named, whichever is greater. Lettering used for Miami-Dade County will be no less than 75% of the size of the largest lettering used for any sponsor or advertiser.

Section 11. **Notice**: All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each party when sent by United States Mail, postage prepaid, to the following:

The County:	The Municipality:
(Contact Name & Address)	(Contact Name & Address)

Section 12. **Modification and Amendment**: Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.

Section 13. **Joint Preparation**: The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

Section 14. **Headings**: Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

Section 15. **Waiver**: There shall be no waiver of any right related to this Agreement unless in writing and signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time or of any other right under this Agreement.

Section 16. **Representation of the Municipality**: The Municipality represents that this Agreement has been duly authorized, executed and delivered by Board of Commissioners, as the governing body of the Municipality of _____ , Florida and it has granted the _____ Municipality Manager the required power and authority to execute this Agreement. The Municipality agrees to a) maintain the property in perpetuity, b) agrees to govern itself, in regards to the subject property, in accordance with Article 6 of the County Charter, c) keep the property open to all Miami-Dade County residents, and d) allow all Miami-Dade County residents equal access and use of the property and not discriminate in program registration, pricing and other policies. The Municipality also agrees to accept and comply with the Administrative Rules as stated in Attachment ____.

Section 17. **Representation of the County**: The County represents that this Agreement has been duly approved, executed and delivered by the Board of County Commissioners, as the governing body of the County, and it has granted the Miami-Dade County Manager the required power and authority to execute this Agreement. The County agrees to provide a total amount not to exceed $ ____ to the Municipality for the purpose of developing and improving the projects located in ____, Florida as listed in Attachment __, and in accordance with each of the attached Application Forms, incorporated herein as Attachment ___. Miami-Dade County shall only be obligated to reimburse the Municipality provided a) the Municipality is not in breach of this agreement, b) The Municipality has demonstrated that it has adequate funds to complete the project, c) The County shall administer, in accordance with the appropriate regulations, the funds available from the Building Better Communities bond issue as authorized by Board Resolutions. Any and all reimbursement obligations of the County shall be fully subject to and contingent upon the availability of funding from the County for the specific purpose contained herein. The Municipality shall be solely responsible for submitting all documentation, as required by the specific Administrative Rules incorporated herein as Attachment __, to the County Manager or his designee for this purpose.

Section 18. **Invalidity of Provisions, Severability**: Wherever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

Section 19. **Indemnity**: To the extent permitted by law, the Municipality 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 Municipality or its employees, agents, servants, partners, principals, subconsultants or subcontractors. The Municipality 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 attorneys' fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that statute, whereby the Municipality shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $100,000, or any claim or judgment or portions thereof, which when totaled with all other claims or judgment paid by the Municipality arising out of the same incident or occurrence, exceed the sum of $200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the Municipality.

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The County shall indemnify and hold harmless the Municipality and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Municipality 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 County or its employees, agents, servants, partners, principals, subconsultants or subcontractors. The County 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 Municipality, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that statute, whereby the County shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $100,000, or any claim or judgment or portions thereof, which when totaled with all other claims or judgment paid by the County arising out of the same incident or occurrence, exceed the sum of $200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the County.

Section 20. **Entirety of Agreement**: This Agreement, and the attachments thereto, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

IN WITNESS THEREOF, the parties through their duly authorized representatives hereby execute this AGREEMENT with an effective date of _____, 200X.

Municipality of _____ , Florida

By: _____ _____
Municipality Manager Date

For the Board of Commissioners,
Municipality of_____ , Florida

, CLERK
Attest:

By: _____ _____
Clerk Date

MIAMI-DADE COUNTY, FLORIDA

By: _____
County Manager

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

Stephen P. Clark Center
111 NW 1 Street
Miami, Florida 33128

HARVEY RUVIN, CLERK
Attest:

By: _____ _____
Deputy Clerk Date

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

EXHIBIT C

MIAMI-DADE COUNTY
BUILDING BETTER COMMUNITIES
FLORIDA NOT-FOR-PROFIT CORPORATION 501(c)(3)
GRANT AGREEMENT

Miami-Dade County, a public body corporate and politic, through its governing body, the Board of County Commissioners of Miami-Dade County, Florida [hereinafter sometimes referred to as the "County",] is pleased to announce that it will award the grant described herein to _____, a not-for-profit corporation (hereinafter referred to as the "Grantee") in consideration for the Grantee's agreement to abide by all the following terms and considerations set forth in Articles I, II, III, IV, & V and the Exhibits herein referenced.

ARTICLE I - DESCRIPTION OF GRANT

1. Grantee:	**Facility:** _____
2. Total Amount of Grant:	**$**_____
3. Project Description:	**(See Exhibit 1, attached hereto.)**
4. Itemized Budget:	**(See Exhibits 2A and 2B, attached hereto.)**
5. Expenditure Deadline:	_____
6. Report Deadline:	**Final Report due within 45 days of project completion; Annual update report due September 30th for grant duration**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

ATTEST:

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

MIAMI-DADE COUNTY, FLORIDA
By Its BOARD OF
COUNTY COMMISSIONERS on the

____ **day of** _____, **20**_____

By: _____
County Manager

GRANTEE:_____

on the ____**day of** _____, **20**_____

Grantee's Corporate Seal)

Federal Identification #_____

31
53

By_____
Chairman or President

_____
Type or Print Above Signature

By_____
Treasurer/ Chief Fiscal Officer

_____
Type or Print Above Signature

By_____
Executive Director

_____
Type or Print Above Signature

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

WHEREAS, on July 20, 2004, the Board enacted Resolution Numbers R-912-04, R-913-04, R-914-04, R-915-04, R-916-04, R-917-04, R-918-04, and R-919-04 authorizing the issuance of $2.926 billion in general obligation bonds for capital projects and on November 2, 2004, a majority of those voting approved the bond program;

WHEREAS, the aforementioned Resolutions include specific projects for not-for-profit corporations such as but not limited to development, improvement, rehabilitation, restoration or acquisition of real property, as described more specifically in Exhibits 1 and 2 to this Grant Agreement;

WHEREAS, the County is willing to participate in such funding for the Project because of the benefit to its citizens and the positive economic impact the Project would have to the business community throughout the County;

WHEREAS, the County and the Grantee agree to a funding plan as described in Exhibits 1 and 2 to this Agreement, thereby physically improving an area, facility, resource or site to increase its ability or capacity to serve the public;

WHEREAS, the Grantee agrees to the requirements set forth by the Administrative Rules incorporated herein as Exhibit 3; and

WHEREAS, the County and the Board of Directors of the Grantee have authorized, by resolution, their respective representatives to enter into this Agreement describing their respective roles in the funding for the Project costs;

NOW THEREFORE, pursuant to the County Commission action [redacted]. _____, which specifically authorizes the County Manager to execute such agreements, sub-agreements and other required contracts and documents, to expend Building Better Communities Bond funds received for the purpose described in the funding request, and in consideration of the mutual promises and covenants contained herein and the mutual benefits to be derived from this Agreement, the parties hereto agree as follows:

ARTICLE II - GENERAL CONDITIONS

1. **Parties:** The parties to this Agreement are the Grantee listed in Article I.1, and Miami-Dade County, Florida, a political subdivision of the State of Florida. Miami-Dade County has delegated the responsibility of administering this grant to the County Manager, or his designee, who shall be referred to herein as the "Manager."

2. **Amount of Grant and Payment Schedule:** The total amount of the Grant is specified in Article I.2. By making this grant, Miami-Dade County assumes no obligation to provide financial support of any type whatever in excess of the total grant amount. Cost overruns are the sole responsibility of the Grantee. This sum shall be provided in accordance with the reimbursement procedures contained herein. In the event that Project Milestones are not met on schedule, the dollars to be funded for said milestones may be delayed for one calendar year.

Payment(s) of Grant funds will be made to the Grantee upon submission by the Grantee and upon approval by the Manager of: documents showing evidence of equipment having been received or paid for; and/or documentation reflecting the amount of design and construction work completed in accordance with items indicated in Exhibit 2B as Grant award expenses. Documentation shall include, but not be limited to, copies of original bills, invoices, contractor's

33

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application for payment, vouchers, receipts, and canceled checks (front and back) clearly designating payment for expenses associated with the project. Cash transactions are not acceptable unless a copy of a contract, invoice, receipt or other satisfactory documentation supporting such cash payment is received, marked "paid" and signed by the recipient of the cash. The Manager reserves the right to request original documentation to substantiate Grant expenditures. Upon receipt of a reimbursement request from the Grantee, the Manager shall review the reimbursement request and note any errors, omissions or inconsistencies within twenty (20) days of receipt and report these to the Grantee, in writing. The County agrees to reimburse the Grantee, up to the limits of the County contribution, for the funds disbursed within thirty (30) days of the receipt of the reimbursement request, less any disputed charges.

Miami-Dade County shall only be obligated to reimburse the Grantee provided: a) the Grantee is not in breach of this Agreement; b) the Grantee has demonstrated that it has adequate funds to complete the project; and c) the County shall administer, in accordance with the appropriate regulations, the funds available from the Building Better Communities Bond issue as authorized by Board Resolutions. Any and all reimbursement obligations of the County shall be fully subject to and contingent upon the availability of funding from the County for the specific purpose contained herein. The Grantee shall be solely responsible for submitting all documentation, as required by this Agreement and by the specific Administrative Rules incorporated herein as Exhibit 3, to the Manager.

3. **Project Description:** The Grantee may only use the Grant for the purpose of purchasing, building, renovating and/or equipping facilities as specifically described in Article I.3, designated "Project Description," as documented and attached hereto specifically as Exhibit 1. Further, it is expressly understood and agreed, that the Grantee's program(s) supported by these Grant funds must be open and accessible to the public, provide public exposure and benefit the public unless otherwise noted under Section IV, "Special Conditions," of this Agreement.

For at least thirty (30) years from the completion of the Grant Project, the Grantee shall use the facility and/or equipment acquired and/or improved under this Grant Project for not-for-profit activities benefiting the public, and for no other purposes. The Grantee agrees to: a) maintain the property; b) keep the property open to all Miami-Dade County residents; and c) allow all Miami-Dade County residents equal access and use of the property.

Project revisions necessary for the purpose of completing the Grant Project, which substantially alter the original Project, must be requested in writing to the Manager sufficiently prior to implementation of revisions for the Manager's review. The Manager will make the final determination on revisions within fourteen (14) business days of the date of receipt of the request in Manager's offices.

4. **Project Budget:** The Grantee agrees to demonstrate fiscal stability and the ability to administer grant funds responsibly and in accordance with standard accounting practices by developing and adhering to a project budget that is based upon reasonable revenue development and expenditures projected to accomplish the Grant Project covered under this Agreement. This budget is attached hereto as Exhibits 2A and 2B. Further, Grantee agrees that all expenditures will be subject to the terms of this Agreement as specified in Exhibits 2A and 2B. All budget revisions, including line item changes, which substantially alter the original project that may be necessary for the purpose of completing the project, must be requested in writing to the Manager prior to implementation of revisions for the Manager's review. The Manager will approve or disapprove the Grantee's request in writing within fourteen (14) business days of the date of receipt of the request in the Manager's offices.

5. **Grant Expenditure Deadline:** The Grantee shall encumber all Grant and matching funds on or before the Grant Expenditure Deadline as outlined in Article I.5. Any Grant funds not encumbered by the Expenditure Deadline or for which a project extension has not been requested shall revert to the County and this Agreement shall be terminated in accordance with Article II.14. A project extension may be requested in writing from the Manager at least thirty (30) business days prior to the expiration of the Grant period. The Manager, at his discretion, may grant an extension of up to one (1) year of the Expenditure Deadline so long as such extension will not significantly alter the project including its quality, impact, or benefit to the organization, the County or its citizens. Additional extensions may be authorized by the Manager if the Grantee can document in a written request sufficient Grant project progress and cause for such an extension to be warranted.

6. **Report Deadline:** To demonstrate that the Grant award has been used in accordance with the Project Description and Project Budget information as outlined in Exhibits 1, 2A and 2B and met and fulfilled all requirements as outlined in this Agreement, exhibits, and/or other substantive materials as may be attached or included as a condition to this Grant award, the Grantee must submit to the Manager, a written Final Report documenting that the Grantee is meeting or has fulfilled all project and financial requirements. This report is to be received by the Manager according to the schedule outlined in Article 1.6. The Grantee shall also submit a written report to the Manager on or prior to September 30th of each year from the time of the execution of this Agreement through the Grant Period demonstrating that the Grantee is fulfilling, or has fulfilled, its purpose, and has complied with all applicable municipal, Miami-Dade County, state and federal requirements. The Manager may also request that a compilation statement or independent financial audit encompassing the entire Grant period and accounting for the expenditure of Grant funds be prepared by an independent certified public accountant at the expense of the Grantee.

In the event that the Grantee fails to submit the required reports according to the schedule outlined in Article 1.6. and in this section, the Manager may terminate this Agreement in accordance with Article II.14. Further, the Manager must approve these reports for the Grantee to be deemed to have met all conditions of the grant award.

7. **Program Monitoring and Evaluation:** The Manager may monitor and conduct an evaluation of the Grantee's operations and the project for which this Grant is provided, which may include visits by County representatives to: observe the project or Grantee's programs, procedures, and operations; discuss the Grantee's programs with the Grantee's personnel; and/or evaluate the public impact of these funded events and activities. Upon request, the Grantee shall provide the Manager with notice of all meetings of its Board of Directors or governing board, general activities and project-related events. In the event the Manager concludes, as a result of such monitoring and/or evaluation, that the Grantee is not in compliance with the terms of this Agreement, not fulfilling other grants program requirements, stipulations for which this Grant has been provided or for other reasons which significantly impact on the Grantee's ability to fulfill the conditions of this grant award, then the Manager must provide in writing to the Grantee, within thirty (30) days of the date of said monitoring/evaluation, notice of the inadequacy or deficiencies noted which may significantly impact on the Grantee's ability to complete the project or fulfill the terms of this Agreement within a reasonable time frame. If Grantee refuses or is unable to address the areas of concern within thirty (30) days of receipt of such notice from the Manager, then the Manager, at his discretion, may take other actions which may include reduction or rescission of the Grant award, or withholding Grant funds until such time as the Grantee can demonstrate that such issues have been corrected. Further, in the event that the Grantee refuses or is unable to address the areas of concern and the Grant award has been disbursed in full or in part, then the Manager may request the return of the full or partial Grant award. The Manager may also institute a

35
57

moratorium on applications from the Grantee to County Grants Programs for a period of up to one (1) year or until the deficient areas have been addressed to the satisfaction of the Manager, whichever occurs first.

If the Grant Project involves construction work, the Grantee shall: notify the Manager of any applicable federal labor compliance requirements regarding procurement and pre-award procedures prior to scheduling pre-construction conferences; submit to the Manager all plans and specifications and receive the approval of the Manager prior to issuance and implementation; and comply with all applicable provisions of applicable municipal, state, federal and County laws, regulations and rules.

8. **Bank Accounts and Bonding:** Monies received pursuant to this Agreement shall be kept in accounts in established Florida banks, credit unions or savings and loan associations whose identity shall be disclosed in writing, with the identity and title of individuals whom the Grantee authorizes to withdraw or write checks on Grant funds from the banking institution identified on the "Bank Account Disclosure" form submitted by the Grantee. These accounts need not be accounts, which are segregated from other accounts maintained by the Grantee. However, it is highly recommended that the Grantee maintain a separate account for these Grant funds. All persons authorized to withdraw funds from the Grant award account must be bonded by a reputable licensed firm.

9. **Accounting and Financial Review:** The Grantee must keep accurate and complete books and records for all receipts and expenditures of this Grant award and any matching funds required in conformance with reasonable general accounting standards. These books and records, as well as all documents pertaining to payments received and made in conjunction with this Grant, such as vouchers, bills, invoices, receipts and canceled checks, shall be retained in Miami-Dade County in a secure place and in an orderly fashion by the Grantee for at least three (3) years after: the occurrence of the Expenditure Deadline specified in Article I.5; the expiration of an extended Grant period as approved by the Manager; the completion of a County requested or mandated audit or compliance review; the conclusion of a legal action involving the Grant award, the Grantee and/or project or activities related to the Grant award.

The Manager may examine these books, records and documents at the Grantee's offices or other approved site under the direct control and supervision of the Grantee during regular business hours and upon reasonable notice. Furthermore, the Manager may, upon reasonable notice and at the County's expense, audit or have audited all financial records of the Grantee, whether or not purported to be related to this Grant.

10. **Publicity and Credits:** The Grantee must include the following credit line in all promotional marketing materials related to this grant including web sites, news and press releases, public service announcements, broadcast media, programs, and publications: "THIS PROJECT IS SUPPORTED BY THE BUILDING BETTER COMMUNITIES BOND PROGRAM AND THE MAYOR AND BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY."

11. **Naming Rights and Advertisements:** In the event that any naming rights or advertisement space is offered on a facility constructed or improved with Grant funds, then Miami-Dade County's name, logo, and slogan shall appear on the facility at least once. Lettering used for Miami-Dade County will be no less than 50% of the size of the largest lettering used for any sponsor or advertiser.

12. **Liability and Indemnification:** It is expressly understood and intended that the Grantee, as the recipient of Grant funds, is not an officer, employee or agent of Miami-Dade County, its Board of County Commissioners, its Mayor, and the Miami-Dade County Department administering this Grant. Further, for purposes of this Agreement, the Grant project or activity, the parties hereto agree that the Grantee, its officers, agents and employees are independent contractors.

The Grantee shall take all actions as may be necessary to ensure that its officers, agents, employees, assignees and/or subcontractors shall not act as nor give the appearance of that of an agent, servant, joint venturer, collaborator or partner of the Department administering this Grant, the Miami-Dade County Mayor, the Miami-Dade County Board of County Commissioners, or its employees.

The Grantee agrees to be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that it is understood by the Grantee that Miami-Dade County shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

The Grantee 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, law 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 Grantee or its employees, agents, servants, partners, principals or subcontractors. Grantee 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 attorneys' fees which may issue thereon. Grantee expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided 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.

13. **Assignment:** The Grantee is not permitted to assign this grant award or any portion thereof. Any purported assignment will render this grant null and void and subject to immediate rescission of the full amount of the grant award and reimbursement by the Grantee of its full value to the County.

14. **Compliance with Laws:** It shall be a contractual obligation of the Grantee hereunder, that during the term of this Agreement, the Grantee agrees to abide by and be governed by all applicable federal, state and county laws and terms of grants to Miami-Dade County and the Miami-Dade County Department administering this Grant, of which this Grant is a sub grant, including, but not limited to the following Miami-Dade County Ordinances, Resolutions, sections of the County Code and federal laws:

(a) Miami-Dade County Code Sec. 2-11.1. Conflict of Interest and Code of Ethics Ordinance – as amended, which is incorporated herein by reference as if fully set forth herein;
(b) Section 2-8.1- of the Miami-Dade County Code - Ownership Disclosure;
(c) Miami-Dade County Code Sec. 2-8.1; (d)(2) - Employment Disclosure;
(d) Section 2-8.6 -of the County Code - Criminal Record;

(e) Miami-Dade County Code Chapter 11A Article V regarding Family Leave.

(f) Miami-Dade County Code Chapter 11A –Discrimination and County Resolution R-385-95 as amended by Resolution R-182-00- Miami-Dade County Disability Nondiscrimination, incorporating the following Federal laws and Acts:

(1) The Americans with Disabilities Act of 1990 (ADA), Pub.L. 101-336, 104 Stat.
327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I,
Employment;

(2) Title II, Public Services;

(3) Title III, Public Accommodation and Services Operated by Private Entities; and
Section 504 of the Rehabilitation Act of 1973;

(4) Title IV, Telecommunications;

(5) Title V, Miscellaneous Provisions: The Rehabilitation Act of 1973,29 U.S.C.
Section 794; The Federal Transit Act, as amended 49 U.S.C. Section 1612; The Fair House Act as amended, 42 U.S.C. Section 3601 - The foregoing requirements of this section shall not pertain to contracts with the United States or any department or agency thereof, or the State or any political subdivision or agency thereof or any municipality of this State;

(g) Section 2-8.1 (c) of the County Code regarding Delinquent and Currently Due Fees or Taxes;

(h) Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and
Title IX of the Education Amendments of 1972 as amended (42 U.S.C. 2000d et. Seq.).

The Grantee has certifiably indicated compliance to these laws, ordinances and resolutions by properly executing the affidavits attached hereto. See Affidavits for specific provisions and declarations described.

15. **Remedies:** In the event the Grantee shall fail to materially conform with any of the provisions of this Agreement, its attachments referenced herein as "Exhibits," the Manager may withhold or cancel all, or any, unpaid installments of the Grant upon giving five (5) calendar days written notice to the Grantee, and the County shall have no further obligation to the Grantee under this Agreement. Further, in the event of a material breach of any term or condition of the Agreement, upon five (5) calendar days written demand by the Manager, the Grantee shall repay to Miami-Dade County all portions of the Grant which have been received by the Grantee, but which have not actually been disbursed by the Grantee as of the date that the written demand is received. In the event this grant is canceled or the Grantee is requested to repay Grant funds because of a breach of this Agreement, the Grantee will not be eligible to apply to the Miami-Dade County for another grant for a period of one (1) year, commencing on the date the Grantee receives the notice in writing of the breach of this Agreement. Further, the Grantee will be liable to reimburse Miami-Dade County for all unauthorized expenditures discovered after the expiration of the Grant period. The Grantee will also be liable to reimburse the County for all lost or stolen Grant funds.

Grant funds which are to be repaid to Miami-Dade County pursuant to this Section or other Sections in this Agreement, are to be repaid by delivering to the Manager, a certified check for the total amount due payable to Miami-Dade County Board of County Commissioners.

38

60

These provisions do not waive or preclude the County from pursuing any other remedy, which may be available to it under the law.

16. **Indulgence Will Not Be A Waiver of Breach:** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision or any portion of this Agreement either at the time the breach or failure occurs or at any time throughout the term of this Agreement.

17. **Written Notices:** Any written notices required under this Agreement will be effective when delivered in person or upon the receipt of certified letters addressed to the Grantee at the address specified in Article 1.1 of this Agreement, and to the Manager when addressed as follows:

_____

18. **Captions Used in This Agreement:** Captions as used in this Agreement are for convenience of reference only and should not be deemed or construed as in any way limiting or extending the language or provisions to which such captions may refer.

19. **Contract Represents Total Agreement:** This Agreement, including its special conditions and Exhibits, represents the whole and total agreement of the parties. No representations, except those contained within this Agreement and its attachments, are to be considered in construing its terms. No modifications or amendments may be made to this Agreement unless made in writing, signed by both parties, and approved by appropriate action by the Miami-Dade County Board of County Commissioners and Mayor.

ARTICLE III - INSURANCE

The Grantee must maintain and shall furnish upon request to the Manager, certificates of insurance indicating that insurance has been obtained which meets the requirements as outlined below:

1. Workmen's Compensation Insurance for all employees of the Grantee as required by Florida Statute 44.
2. Public Liability Insurance on a comprehensive policy in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.
3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the project, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

The insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

1. The Company must be rated no less than "B" as to the management, and no less than "Class V" as to financial strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division; or,
2. The Company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Insurance, and is a member of the Florida Guaranty Fund.

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

Modification or waiver of any of the aforementioned insurance requirements is subject to the approval of the County's Risk Management Division. The Grantee shall notify the County of any intended changes in insurance coverage, including any renewals of existing policies.

ARTICLE IV - TERMINATION

If, for any reason, the Grantee shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or should violate any of the covenants, agreements, or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

Notwithstanding the above, the Grantee shall not be relieved of liability to the County by virtue of any breach of the Agreement by the Grantee, and the County may withhold any payments to the Grantee until such time as the exact amount of damages due to the County from the Grantee is determined.

ARTICLE V - SPECIAL CONDITIONS

The grant is awarded to this Grantee with the understanding that the Grantee is performing a public purpose through the programs, projects, and services recommended for support. Use of these funds for any program component not meeting this condition will be considered a material breach of the terms of this Grant Agreement and will allow Miami-Dade County to seek remedies including, but not limited to those outlined in the Articles and Exhibits of this Grant Agreement.

MIAMI-DADE COUNTY
BUILDING BETTER COMMUNITIES
FLORIDA NOT-FOR-PROFIT CORPORATION 501(c)(3) GRANT

EXHIBIT 1: PROJECT NARRATIVE

The Project Narrative/ Description is a complete description of the purchase, construction, rehabilitation, equipment and/or facility planning aspects of the project. Please address specific details of the project and include a statement regarding facility/equipment use and accessibility to the general public and other not-for-profit organizations.

Name/Address of Facility:

Project Title:

Project Dates:

Narrative/Description:

MIAMI-DADE COUNTY
BUILDING BETTER COMMUNITIES
FLORIDA NOT-FOR-PROFIT CORPORATION 501(c)(3) GRANT

EXHIBIT 2A: PROJECT BUDGET

List cash expenses and revenues specifically identified with your project. Round amounts to the nearest dollar (do not show cents).

NOTE: Total project expenses and revenues must equal.

CASH REVENUES

Local/Municipal Matching Funds (list sources and amounts):

_____ _____
_____ _____
_____ _____

Other Matching Funds (list sources and amounts):

_____ _____
_____ _____
_____ _____
_____ _____
_____ _____
_____ _____
_____ _____

Building Better Communities Grant: _____

CASH EXPENSES

(Identify specific project items and amounts)

_____ _____
_____ _____
_____ _____
_____ _____
_____ _____
_____ _____
_____ _____
_____ _____
_____ _____
_____ _____
_____ _____
_____ _____
_____ _____

TOTAL REVENUES: _____

TOTAL EXPENSES: _____

**** NOTE: TOTAL REVENUES MUST EQUAL TOTAL EXPENSES ****

43
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MIAMI-DADE COUNTY
BUILDING BETTER COMMUNITIES
FLORIDA NOT-FOR-PROFIT CORPORATION 501(c)(3) GRANT

EXHIBIT 2B: GRANT AWARD BUDGET

Itemized cash expenses to be expended from grants award. Expenditures must equal the total amount of the grant award as listed on the cover sheet and Exhibit 2A. Round amounts to the nearest dollar (do not show cents).

BUILDING BETTER COMMUNITIES GRANT EXPENSES ONLY:

Item	Amount

TOTAL GRANT AWARD: _____

44
66

MEMORANDUM

Amended
Agenda Item No. 5(A)

(Public Hearing 11-24-98)

TO: Honorable Chairperson and Members
Board of County Commissioners

DATE: October 6, 1998

SUBJECT: Miami Metrozoo
Oversight Board

FROM: M. R. Stierheim
County Manager

COPY

O#98-168

RECOMMENDATION

It is recommended that the Board approve the attached ordinance which establishes an Oversight Board to guide the operations, development and policy of Miami Metrozoo. The Oversight Board formalizes a collaborative effort between the Zoological Society of Florida and Miami-Dade County to join resources to ensure the continued viability and improvement of the zoo.

BACKGROUND

As with many county operated programs, the Miami Metrozoo has been experiencing increasing challenges to provide quality service in the face of limited funding. The zoo has an additional difficulty in that it relies heavily on paid patronage and philanthropic support to sustain its facilities and programs. Fortunately, our zoo enjoys the assistance of a broad support group in the form of the Zoological Society of Florida. In addition to maintaining the membership base, the Society manages the zoo store, a complement of volunteers, an education program, including the hands-on children's zoo, PAWS and a significant fundraising effort. The Society has raised approximately $30 million in external funding in the last 15 years to support the zoo.

You may be surprised to know that while we have maintained a 42-year relationship with the Zoological Society, we do not have a written agreement with the organization to clearly establish the terms and conditions of the relationship. In response to concerns of the Society, Mayor Penelas convened a series of meetings last fall to begin to organize an operating agreement to clarify and formalize the relationship. One of the aspects of a zoo operation which is considered in maintaining accreditation by the American Zoo and Aquarium Association (AZA) is the clarity of the facility's governance structure and the ability of its supporting organizations to advance the mission of the institution. The negotiations with the Society were suspended while the AZA conducted a pre-accreditation review of the Miami Metrozoo during the early part of this year. Upon submission of its report in April, the AZA cited concerns about the status of our relationship with the Zoological Society. Negotiations with the Society resumed this summer and the result is the recommendation of the Oversight Board which is established by this proposed ordinance as well as a companion operating agreement. The companion operating agreement is scheduled to be

submitted for your approval with the second reading of this ordinance. We felt the Board would benefit from an early review of the proposed operating agreement while considering this ordinance between first and second reading, therefore, attached is the latest working version to this ordinance. This agreement has the approval of both the county staff and the Executive Board of the Zoological Society.

The Oversight Board is essentially a policy and operational governing entity carrying out related responsibilities for the County Commission. There is no conveyance of county property to the Board. The day-to-day zoo operations continue as presently performed by the Park and Recreation Department. The recommended ordinance creates a seven-member governing entity comprised of the Mayor, County Manager, Park and Recreation Director, President and Immediate Past President of the Zoological Society and Directors of the Zoological Society and Metrozoo. The Oversight Board's principal responsibilities are:

- oversee development of goals/objectives and the Zoo Master/Strategic Plan,
- oversee preparation of the consolidated Society/county zoo budget,
- oversee compliance of terms and conditions of the operating agreement between the county and Zoological Society, and
- serve as governing advisory board to the County Commission.

The establishment of the Oversight Board together with approval of an operating agreement with the Zoological Society will represent a significant step in strengthening our partnership with this fine support organization. We have discussed this proposal with the AZA accreditation Task Force Chair and this approach is regarded as a good model toward an improved working relationship. In the interest of ensuring the ongoing improvement of one of our most unique public assets and visitor attractions, your approval is respectfully recommended.

Attachment

MRS13598

MEMORANDUM

TO: Honorable Chairperson and Members
Board of County Commissioners

DATE: November 24, 1998

SUBJECT: Fiscal Impact of Proposed Ordinance Creating the Miami Metrozoo Oversight Board

FROM: Merrett R. Stierheim
County Manager

The proposed ordinance establishes an Oversight Board to guide the operations, development and policy of Miami Metrozoo, as outlined in my memorandum of October 6, 1998. The ordinance results in no fiscal impact to the County.

Approved _____ _____ Mayor
Veto _____
Override _____

Amended
Agenda Item No. 5(A)
11-24-98

ORDINANCE NO. 98-168

ORDINANCE CREATING THE MIAMI METROZOO OVERSIGHT BOARD; PROVIDING FOR MEMBERSHIP, PURPOSE, ORGANIZATION AND PROCEDURE, APPOINTMENT AND TENURE, POWERS, DUTIES AND FUNCTIONS OF THE BOARD, AND STAFF SUPPORT; PROVIDING FOR RELATED OPERATING AGREEMENT; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

WHEREAS, it is in the public interest to ensure that Miami Metrozoo is operated, maintained, restored, preserved and accredited by the American Association of Zoos and Aquariums as a zoological park of national stature and recognition for the benefit of the residents of Miami-Dade County and visitors to South Florida; and

WHEREAS, essential conditions which must be met to maintain accreditation include establishing a clear mission for the institution and governance structure which will advocate and advance the mission, and

WHEREAS, it is the intention of this Board to clarify the responsibilities of the County Manager, Zoo Director, the Park and Recreation Department, and the Zoological Society of Florida whereby the governance and operating relationship between the County and Zoological Society shall be compliant with generally accepted standards.

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

Section 1. The Code of Miami-Dade County shall be amended by the addition of the following new section:

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1. **Creation of the Miami Metrozoo Oversight Board.** There is hereby created and established as an agency and instrumentality of Miami-Dade County a board which shall be named and known as the Miami Metrozoo Oversight Board (hereinafter referred to as "the Zoo Board").

2. **Purpose.** The Zoo Board shall be a governing advisory board to the Board of County Commissioners and have such rights and responsibilities as set forth in this ordinance and in the Miami Metrozoo Operating Agreement with the Zoological Society. In addition to overall policy and operational guidance, the Board shall be responsible for establishing long and short term strategic and program plans for Metrozoo, including the establishment of goals and objectives guiding all activities and for overseeing the preparation of a consolidated (Society and County) budget for Metrozoo for adoption by the Society and Board of County Commissioners.

3. **Designated Facilities. Facilities designated as Miami Metrozoo.** As used herein, the term "Miami Metrozoo" shall include certain real property owned Miami-Dade County at the zoological park located at 12400 SW 152 Street subject to certain restrictive covenants and its related personal property utilized to support the Miami Metrozoo.

4. **Board Membership**

   A. **Members.** Oversight of the policy and operation of the Miami Metrozoo shall be performed by an Oversight Board composed of the following nine (9) members:

      (a) The Executive Mayor and in his absence, a designee who shall be a County Commissioner;

      (b) The Miami-Dade County Manager or designee;

      (c) The Sitting President of the Zoological Society;

(d) The immediate past president of the Zoological Society;

(e) The Executive Director of the Zoological Society;

(f) The Executive Director of the Miami Metrozoo;

(g) The Director of the Miami-Dade Park and Recreation Department.

(h) A member of the Board of County Commissioners to be designated by the Executive Mayor; and

(i) A member of the Executive Committee of the Zoological Society.

Members of the Zoo Board shall serve without compensation but shall be entitled to reimbursement for necessary expenses incurred in the discharge of their duties. Each member must sign and abide by a code of ethics modeled after the most recent American Association of Zoos and Aquariums Code of Ethics.

5. **Organization of the Oversight Board.**

(a) Officers. The Zoo Board shall elect one of its voting members as chairperson and one of its voting members as vice-chairperson and shall designate a secretary who may or may not be a member of the Zoo Board, and such other officers as the Zoo Board may determine to be necessary. In addition, the Zoo Board shall make, adopt and amend by-laws, rules and regulations for its own governance and for the operation, governance, restoration, preservation and maintenance of designated facilities.

(b) Meetings. The Zoo Board shall hold regular meetings, no less then six times per year, and such other meetings, as it deems necessary. A majority of the duly appointed and sitting members of the Zoo Board shall constitute a quorum. Minutes shall be kept of all meetings of the Zoo Board and all meetings shall be duly noticed to the public.

(c) **Committees.** The chairperson shall nominate and the Zoo Board shall appoint the chairperson and members of such committees as the Zoo Board shall find helpful to their mission, however, no authority to act or speak in the name of the Zoo Board shall be delegated to a committee. Each committee shall be chaired by a duly appointed member of the Zoo Board, however, committee membership may include persons who are not members of the Zoo Board. The Zoo Board may establish or eliminate committees at its discretion.

(d) **Applicability of County rules and procedures.** The Zoo Board shall at all times operate under the Florida Open Government laws, including the "Sunshine Law," public meeting laws and public records laws and shall be governed by all State and County conflict of interest laws, as applicable, including the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance, Sec. 2-11.1 of the Code of Miami-Dade County.

(e) **Restriction on the Zoo Board.** Neither the Zoo Board nor any of its members shall direct or request the appointment of any person to, or his removal from their position by the County Zoo Director or Zoological Society Executive Director or any of their subordinates, or take part in the appointment or removal of Miami-Dade or Society employees at Miami Metrozoo, provided, however, that the Zoo Board and its members may render advisory assistance regarding the removal and appointment of the Directors as provided in this ordinance. Except for the purpose of inquiry, the Zoo Board and its members shall deal with the employees at Miami Metrozoo solely through the Executive Directors of the Zoological Society and the County Zoo Director and neither the Zoo Board nor any members thereof shall give orders to any subordinates of the Executive Directors of the Zoological Society and the County Zoo Director, either publicly or privately. Any willful violation of the provisions of this section by a member

of the Zoo Board shall be grounds for his or her removal from the Zoo Board by an action brought in the Circuit Court by the State Attorney of this County.

(f) **Attendance requirement.** Notwithstanding any other provision of this Code, any board member shall be automatically removed if, in a given fiscal year: (i) he or she is absent from two consecutive meetings without an acceptable excuse; or, (ii) if he or she is absent from three of the Zoo Board's meetings without an acceptable excuse; or, (iii) whether excused or not, he or she misses 2/3rds of the Zoo Board's meetings in a given fiscal year. A member shall be deemed absent from a meeting when he or she is not present at the meeting at least seventy-five percent of the time. An "acceptable excuse" is defined as an absence for medical reasons, business reasons, personal reasons, or any other reason which the Zoo Board, by a two-thirds vote of the membership, deems appropriate. By a two-thirds (2/3) vote of the members of the full Zoo Board, the provisions of this section may be waived.

(g) **Staff Support.** The County Manager and the County Attorney, in cooperation with the Zoological Society of Florida, shall provide such staff support to the Zoo Board as may be necessary to accomplish its purpose.

6. **Operating Agreement.** The relationship between the County and Zoological Society and the manner in which these parties work jointly under the oversight of the Zoo Board shall be set forth in an Operating Agreement. The Operating Agreement shall include but not be limited to the following terms and conditions: requirement for the development and approval of a master strategic plan and maintaining national accreditation, establishment of specific goals and objectives, development of a consolidated (Society and County) budget, stipulating the manner in which capital improvement, zoo operations, marketing, fundraising, education and other activities will be conducted jointly by the Society and the County. The Operating Agreement

shall be approved by the Board of County Commissioners and Zoological Society of Florida Board of Directors.

7. **Liberal construction to effectuate public purpose.** This ordinance, being for the public purpose and for the long-term welfare of the Miami Metrozoo facilities and the present and future citizens of Miami-Dade County, Florida, shall be liberally construed to effect the purposes hereof.

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

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

Section 4. **Effective Date.** This ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

Section 5. **Sunset Ordinance.** This ordinance does not contain a sunset provision.

PASSED AND ADOPTED: NOV 24 1998

Approved by County Attorney as to form and legal sufficiency:

Prepared by: HB

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I AMI METROZOO OPERATING REEMENT

O#98-168

This agreement is entered into this 24 day of Nov., 1998 by and between Miami-Dade County, a political subdivision of the State of Florida (the "County") and the Zoological Society of Florida, a Florida non profit corporation (the "Society"). The parties agree:

1. General Governing Principles

The parties agree that their relationship shall at all times be governed by the following general principles to which they subscribe:

a. The County, through its Park and Recreation Department owns Miami Metrozoo, a zoological park located at 12400 S.W. 152 Street.

b. The Society is a non-profit corporation organized under the laws of the State of Florida. Among its corporate purposes set forth in Article III of its charter are to sponsor and encourage comprehensive zoological studies, to gather and disseminate information to all persons interested in natural history, and to cooperate and assist the County and other governmental entities in the State of Florida in the promotion and development of zoological parks and gardens. The Society shall agree to exclusively direct their efforts and resources to the support of Miami Metrozoo and its programs.

c. Metrozoo is an internationally recognized zoo, housing over 900 wild animals in its 295 developed acres, exhibiting mammals, birds and reptiles on a zoogeographic scale, reproducing where possible native habitats and architectural and historical features indigenous to their places of origin.

d. Metrozoo is invaluable as a source of education and recreation to our residents and visitors and as a national and international tourist attraction.

e. The parties to this agreement have formed the partnership evidenced in this agreement to support and develop Metrozoo. The parties have entered into this agreement to delineate

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their relative ıts and responsibilities and thereby av misunderstandings, improve management, optimize resources, and eliminate duplication of efforts in the conduct of their affairs so as to better accomplish their individual and collective mission to improve Metrozoo.

f. The County shall be principally responsible for the operations of Metrozoo.

g. The Society shall be principally responsible for the marketing, the membership program, promotion of Metrozoo, expanding education and volunteer support, and shall serve as the fund-raising arm of Metrozoo. The Society may access the County's marketing services contract and shall seek resources to complement county marketing funds.

h. Metrozoo shall be governed by an oversight board comprised of members of the Society and the County, as more particularly set forth in this agreement.

i. Metrozoo shall have a strategic plan, annual program plans, including programmatic objectives, and capital and operating budgets which are jointly prepared and adopted by the Society and County.

j. It is recognized that the Zoo's success will depend on mutual cooperation and support at all organizational levels. The parties agree to have its respective staff assist each other to the fullest extent possible and reasonable for the betterment of the Zoo.

k. The Zoo Board organized pursuant to the accompanying ordinance and this Agreement shall be representative of the racial, ethnic and gender composition of Miami-Dade County.

2. Governing Board

Metrozoo shall be governed by the Miami Metrozoo Oversight Board (the "Zoo Board") lending assistance to the Board of County Commissioners. The Zoo Board shall be composed of nine members consisting of:

(1) the Director of Metrozoo,

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(2) the Executive Director of the Society,

(3) the Director of the Park and Recreation Department,

(4) the County Manager or designee,

(5) the Mayor of Miami-Dade County or in the absence of the Mayor, a designee who shall be a County Commissioner,

(6) the sitting President of the Society,

(7) the immediate past President of the Society,

(8) a member of the Board of County Commissioners to be designated by the Executive Mayor,

(9) a member of the Executive Committee of the Zoological Society.

The Zoo Board shall be a governing advisory board to the Board of County Commissioners, and have such rights and responsibilities as are set forth in this agreement and in the Ordinance establishing its existence (the "Ordinance"). The Ordinance shall establish the term of office, staff support and quorum and meeting requirements of the Zoo Board. The Zoo Board shall be entitled to promulgate its own rules for the conduct of its affairs. In the event of any conflict between the provisions of this agreement and the Ordinance, the Ordinance shall govern. The Zoo Board shall be responsible for establishing the long and short term strategic and program plans for Metrozoo, including establishment of goals and objectives guiding all activities and for overseeing the preparation of a consolidated (Society and County resources) budget of Metrozoo for adoption by the Society and Board of County Commissioners.

3. Master Plan

The Zoo Board shall determine a set date for the parties to complete, and deliver to the Zoo Board for its approval a master strategic plan for the facility containing at a minimum the following:

a. all proposed land uses for Metrozoo;

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b. a long term business plan for Metrozoo, identifying current and potential markets for Metrozoo, and the programs or services that will allow Metrozoo to develop those markets;

c. as assessment and evaluation of existing facilities, features and programs and recommendations for future development

d. a financial program that provides a viable, sustainable plan for capital development and ongoing operations and maintenance of Metrozoo which will be compliant with national accreditation standards.

The Zoo Board shall resolve any dispute between the parties with respect to the master strategic plan. The Zoo Board shall determine a set date and deliver the approved master plan to the Board of County Commissioners for its approval.

Any and all amendments to the master strategic plan shall similarly be first approved by the Zoo Board, for ultimate approval by the Board of County Commissioners.

4. Capital Improvements

The design and construction of capital improvements shall be carried out jointly by the Society and County. Whenever a formal selection process is utilized by either party for the selection of architects, engineers or contractors, where subjective factors are evaluated as a condition of award, each party shall designate, where, a representative to participate in the process of evaluation and recommendation. Capital improvements shall be constructed in accordance with the adopted master plan and applicable procedures. Either party may contract for design and construction services and perform the related contract management function, all subject to the applicable legal requirements. The Zoo Board shall render recommendations as to the appropriate party to carry out projects on a case-by-case basis. No projects including new construction, exhibit, feature or other capital improvement may be undertaken unless funding is set forth in the approved budget.

5. **Budget**

The County and Society shall, on an annual basis, collaborate in the development of a consolidated budget representing the combined resources and expenditure plans of both parties for Metrozoo. The parties shall no later than February 1 of each year complete and deliver to the Zoo Board for its approval a proposed consolidated budget for Metrozoo. The budget shall be consistent with the strategic/master plan and identify all anticipated receipts of income and all capital, maintenance and operating expenses expected to be borne specifically by each of the parties during the fiscal year. The budget shall conform with a format adopted for county agencies by the County Manager as part of the annual budget process. The Zoo Board shall resolve any dispute between the parties with respect to the budget. The Zoo Board shall approve a final proposed budget not later than March 1 of each year, whereupon it will be submitted through the County Manager. The County Manager will submit to the Board of County Commissioners and the Society Executive Director will submit to the Society Board of Directors for approval the proposed consolidated Zoo budget for the upcoming fiscal year for review and incorporation of County support in the County Manager's Proposed Budget for the upcoming fiscal year. In the event that the final proposed consolidated budget is approved by both the Board of County Commissioners, through the adopted County budget, and the Society Board of Directors, it shall become the final Metrozoo budget. In the event that either the Society or the County increase, reduce or otherwise materially alter any of the items pertaining to their respective obligations as set forth in the final proposed budget, the Zoo Board shall determine the most appropriate adjustments to the final proposed budget to accommodate those changes and approve a final Metrozoo budget. It is understood that due to unique audit requirements and the existence of independent financial accounting systems, the consolidated budget, will include separate Society and County budget components.

6. **Zoo Operations**

Except with respect to those functions specifically identified in this agreement to be performed by the Society, the County shall be primarily responsible for the operations of Metrozoo. Specifically, the County will be responsible for the following Metrozoo functions:

a. building and grounds maintenance, including security;

b. food services;

c. conservation and research;

d. transportation within the park;

e. animal care and veterinary services, and

f. County gate revenue collection and administrative support,

g. graphics

7. **Society Operations**

The Society shall operate the Metrozoo gift shop and the contact yard and ecology theater areas of the Children's Zoo ("PAWS") subject to the requirements of this Agreement. The gift shop policies and procedures shall conform with generally accepted business practices for similar retail activities and all prices to be charged shall be approved by the Zoo Board. All revenues derived from and expenses related to the Society's operations at Metrozoo shall be accounted for in the approved consolidated zoo budget. No activity to be conducted by the Society shall be in contravention of any existing right of any concessionaire or other third-party contractor of the County, and the Society agrees to immediately cease and desist from any such activity upon request from the County. Any new third party contracts or the extension of any such contracts shall be approved by the Zoo Board.

The County shall provide to the Society office and retail space within Metrozoo reasonably required by the Society to conduct its activities in support of Metrozoo. In addition, the County shall

provide to the Society sp : within Metrozoo as may be reasonat .equired for the Society to conduct fundraising activities in support of Metrozoo.

8. **Marketing**

Unless otherwise identified in this agreement to be performed by the County, the Society shall be responsible for the marketing and promotion of Metrozoo. Subject to Zoo Board approval, the Society shall carry out certain public relations, group sales and guest services activities in cooperation with existing Zoo staff. As a component of the master strategic plan, the parties agree to jointly complete and submit to the Zoo Board for approval, a comprehensive marketing plan for the promotion of Metrozoo. Proposed expenditures for marketing shall be identified in the approved budget. To the extent feasible and in the best interest of Metrozoo, the County's general advertising and marketing contract(s) may be utilized for externally procured marketing services. The Society shall be authorized to procure outside marketing services, subject to the appropriate budget authorization.

9. **Fundraising**

The Society is the fundraising arm of Metrozoo. Accordingly, the Society shall be the primary non-profit organization with which the County has contracted to promote, sponsor and support the activities of Metrozoo. The Society shall be principally responsible for efforts to solicit corporate, foundation and individual donations. The County shall be primarily responsible for applying for and administering, in conjunction with the Society, all grants from the federal, state or local governments. Nothing herein shall prevent the Society from seeking grants where appropriate in conjunction with the County and with the Zoo Board approval.

Fundraising shall be performed only for activities specifically approved in the Miami Metrozoo master/strategic plan. Fundraising goals and related timetables shall be in accordance with the approved master/strategic plan and budget. Private fundraising shall conform with the national

Standards of Philanthrop stablished by the National Charities I mation Bureau as well as the standards for Charitable Solicitations established by the Council for Better Business Bureaus.

10. Donor Recognition Program

In connection with its fundraising, the Zoo shall at all times maintain a donor recognition program to express the parties' gratitude for public beneficence. The donor recognition program shall be subject to the approval of the Board and to all applicable legal requirements. The parties shall abide by the terms of the donor recognition program.

11. Special Tours

In connection with its fundraising and goodwill efforts on behalf of Metrozoo, the Society shall be entitled to conduct tours of Metrozoo including behind the scene tours. These tours will be conducted free of charge, except where they might require extraordinary expenses, in which case the expenses must be provided for within the adopted budget. The tours will be conducted during normal Zoo hours. The Society shall give to the County Zoo staff notice at least forty-eight (48) hours in advance of an anticipated special tour. If the 48-hour notice is not possible, the Society will provide as much advance notice as possible and will provide the reason why the requisite notice was not provided. Tours other than during normal business hours will be reserved for major benefactors only, and notice will be provided to the Zoo Director as noted above.

12. Education

The Society and the County shall develop, and present to the Zoo Board for approval as part of the master/strategic plan a single and comprehensive education program to be offered to the public. The program shall identify with specificity the relative obligations of the County and the Society. The approved education program shall not be changed without approval of the Zoo Board.

13. Membership Costs, Zoo Passes, Zoo Society Membership Resident Rates Discounts.

Immediately upon execution of this agreement, the Society, in cooperation with the Park and

Recreation Department sl develop an appropriate Zoo Member program. Such program shall balance the need to broaden the support membership base with optimizing earned operating revenue for the zoo. The program shall be approved by the Zoo Oversight Board.

14. Contingency Reserve

The parties shall maintain a contingency fund deemed reasonable in the consolidated budget process to address unanticipated, extraordinary costs or revenue reductions. Either party may apply for contingency funds, subject to the approval of the Zoo Board.

15. Accreditation

Metrozoo, and the parties to this agreement, shall at all times comply with all accreditation standards published by the American Zoo and Aquarium Association (AZA) and any other nationally recognized accreditation boards for zoos or similar park and recreation facilities. In the event that either party falls below any of those standards in the conduct of its activities or functions for Metrozoo, or notice is given by those organizations that the accreditation or ranking of Metrozoo is comprised, the party responsible for such deficiency shall address the deficiency immediately and correct it as soon as possible, at that party's sole expense.

16. Audit

The Society shall maintain its books and records in accordance with generally accepted accounting principles. Each year, the Society shall cause its books and records to be audited by an independent certified public accountant, and a copy of the audited financial statement shall be delivered to the County not later than one hundred and twenty days after the end of the Society's fiscal year. The County is hereby authorized to access the books and records of the Society during normal business hours, upon reasonable notice to the Society or to its independent auditor, such data as may be needed to adequately reflect the operation of the Society and the Society's compliance with the

terms of this Agreement. 't all times, the identity of the donors t e Society who desire to remain anonymous shall be protected.

17. Term; Effectiveness

This Agreement shall become effective on the effective date of the Ordinance establishing the Zoo Board. This Agreement shall be in effect for the period of three years following its effective date, and shall be automatically renewed annually for subsequent terms of one year, unless 60 days prior to the expiration of the then current term, either party notified the other of its intent not to renew this Agreement.

This Agreement shall be subject to review and concurrence of the United States Department of the Interior as may be required for deed requirements.

18. County Maintenance of Effort

The County will make every good faith effort to maintain the county general fund subsidy at no less than 80 percent of the average subsidy level for fiscal years FY 1996 – FY 1998. However it is understood that the Board of County Commissioners has a statutory limitation in committing to multi-year funding levels and must maintain annual budget setting authority.

19. General Provisions

During the term of this Agreement, the following provisions shall apply:

a. Neither the County nor the Society may transfer in any fashion all or any part of its respective interest in this Agreement to a third party.

b. The County and the Society shall obey all laws, statutes, ordinances, codes, rules and regulations of all governmental entities with appropriate authority and jurisdiction, including meetings insurance levels in accordance with established County Risk Management requirements.

19
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c. Indemnificati

The Society shall indemnify and save the County harmless from any and all claims, liability, losses and causes of action which may arise out of the negligence or intentional acts of Society, its agents and employees in performance under this agreement. The Society directly or through its insurance carrier shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments which may issue thereon.

To the extent allowed and subject to the monetary and other limitations set forth in Section 768.28 of the Florida Statutes, the County shall indemnify and save the Society harmless from any and all claims, liability, losses and causes of action which may arise out of the negligence of intentional acts of the County, its agents and employees, in performance under this agreement. The County directly or through its insurance carrier shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the Society when applicable, and shall pay all costs and judgments which may issue thereon.

d. No indulgence, consent to, or waiver of any breach of any provision of this Agreement by either party shall be construed as a consent to or waiver of any other breach of the same or any other provision of this Agreement unless specifically acknowledged in writing by both parties.

e. The occurrence of any non performance of an action required hereunder, or the performance of any action contrary to the terms of this Agreement shall constitute a default of this Agreement.

f. Upon notice of default by either party, the party receiving such notice shall immediately cure or, if such default cannot be immediately cured, commence to cure the default, if such

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default exists ailure to cure a default immediately o. immediately commence and diligently pursue cure to a timely conclusion, shall be adequate grounds for immediate termination of this Agreement.

g. Correspondence and notices shall be deemed given when received by hand delivery or delivery by U.S. Mail, Certified, Return Receipt Requested or, in the event that the U.S. Mail or hand delivery is not accepted, receipt of correspondence or notice shall be deemed to have occurred on the third day after posting by U.S. Mail, Certified, Return Receipt Requested, at the addresses below:

For the Society:	President Zoological Society of Florida 12400 SW 152 Street Miami, FL 33177-9990
For the County:	County Manager Miami-Dade County 111 NW 1 Street, Suite 2910 Miami, FL 33128
Copy:	Robert A. Ginsburg Miami-Dade County Attorney 111 NW 1 Street, Suite 2810 Miami, FL 33128

Or to such other addresses as may be designated in writing. Courtesy copies of notices shall be sent to the additional parties as may be requested in writing by the Society or the County.

h. Where any approval is required, such approval shall not be unreasonably withheld or unduly delayed.

i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

j. In the event a one or more of the provisions contain in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision has never been contained herein. Further, in the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable by virtue of its scope, but may be made valid, legal or enforceable by limitation thereof, such provision shall be deemed to be amended to the minimum extent necessary to render it valid, legal or enforceable under the laws of the jurisdiction in which validity, legality, or enforceability is sought.

k. Contracts to be entered into in furtherance of this Agreement shall be subject to the County's minority and small business enterprise ordinances, as applicable.

This Agreement with those agreements and exhibits referred to or incorporated herein, constitutes the entire Agreement between the Society and the County and may not be changed or amended except in writing and duly approved and signed by the parties.

IN WITNESS WHEREOF, the parties set their hands and seal of approval.

ATTEST:

HARVEY RUVIN, CLERK

BY: _____

WITNESS:

BY: _____

DADE COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

BY: _____
MERRETT R. STIERHEIM
County Manager

ZOOLOGICAL SOCIETY OF FLORIDA,
A Florida non-profit corporation

BY: _____

Approved _____ Mayor
Veto _____
Override _____

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

2

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

RESOLUTION NO. R-664-05

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

HARVEY RUVIN, CLERK

By: KAY SULLIVAN
Deputy Clerk

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

Diamela del Castillo

Approved _____ Mayor

Veto _____

Override _____

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

04-05-05

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

RESOLUTION NO. R-391-05

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

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

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

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

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

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

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

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

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

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

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

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

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

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

HARVEY RUVIN, CLERK

By: KAY SULLIVAN
Deputy Clerk

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

Mariela Martinez-Cid

10

96

Memorandum

MIAMI-DADE COUNTY

Date: June 7, 2005

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

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

From: George M. Burgess
County Manager

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

RECOMMENDATION

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

BACKGROUND

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

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

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

Attachments

Alex Muñoz
Assistant County Manager

MEMORANDUM
(Revised)

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

DATE: June 7, 2005

FROM: Robert A. Ginsburg
County Attorney

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

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

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

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

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

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

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

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Attachment 1

Safe Neighborhood Parks Bond Program
Citizens' Oversight Committee

January 28, 2005

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

Dear Ms. Baum:

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

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

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

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

Sincerely,

Hank Adorno, Chairperson

Enclosure

6-11-99

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

Memorandum

MIAMI-DADE COUNTY

Date: April 5, 2005

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

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

From: George M. Burgess
County Manager

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

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RECOMMENDATION

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

BACKGROUND

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

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

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

Attachments

Joseph A. Ruiz, Jr., Assistant County Manager

12 100

MEMORANDUM
(Revised)

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

DATE: April 5, 2005

FROM: Robert A. Ginsburg
County Attorney

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

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

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

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

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

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

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

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

13 101

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

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

14 102

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

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

8 15 103

MEMORANDUM

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

TO: Hon. Chairperson and Members
Board of County Commissioners

DATE: July 16, 1996

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Safe Neighborhood Park Bonds

O#96-115

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

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

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

Robert A. Ginsburg
County Attorney

16.104

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

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

MEMORANDUM

TO: Honorable Chairperson and Members
Board of County Commissioners

DATE: July 16, 1996

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

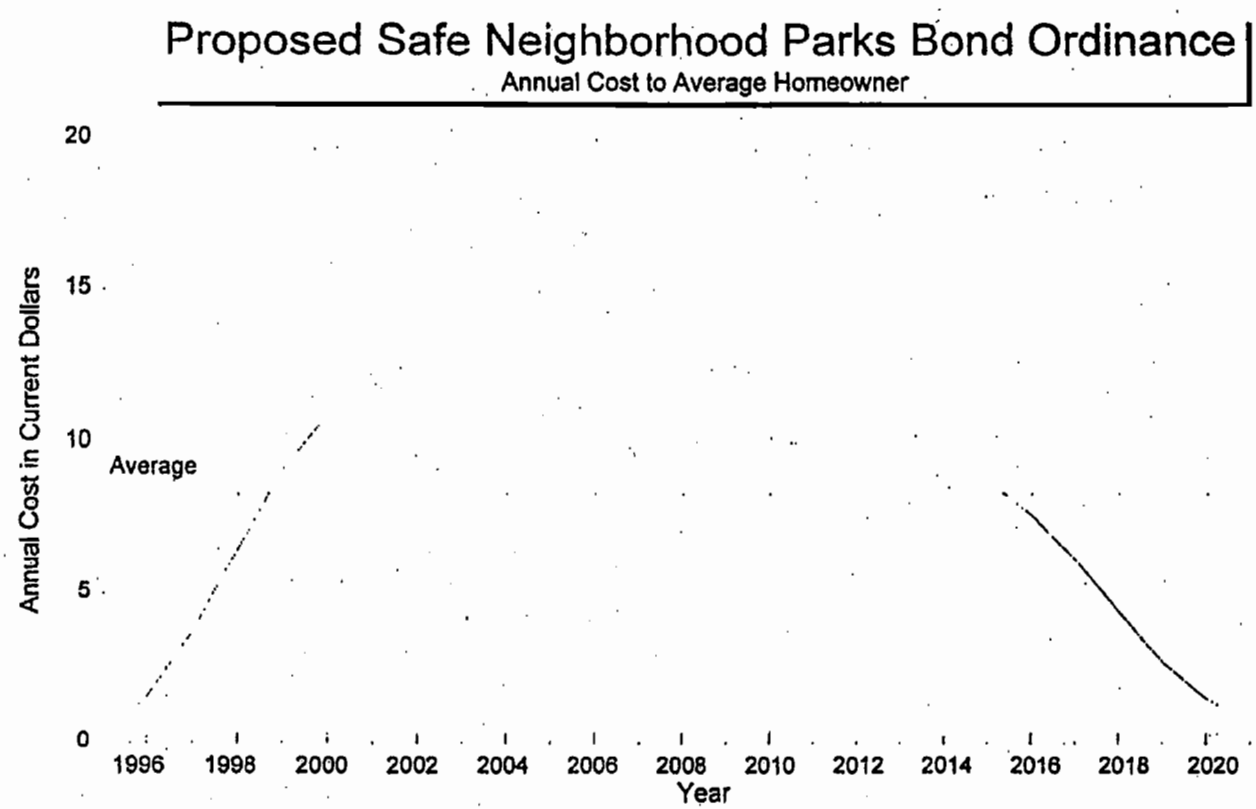
FROM: Armando Vidal, P.E.
County Manager

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

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

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

17-05


Proposed Safe Neighborhood Parks Bond Ordinance
Annual Cost to Average Homeowner
Annual Cost in Current Dollars
20
15
10
5
0
Average
1996
1998
2000
2002
2004
2006
2008
2010
2012
2014
2016
2018
2020
Year

18 106

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

ORDINANCE NO. 96-115

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

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

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

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

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

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

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

Section 1. Findings. The Board finds that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4. Administration.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 5. Grant Proposals.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 6. Disbursement of Funds.

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

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

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

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

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

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

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

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

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

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

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

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

Section 7. Property Acquisition.

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

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

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

Section 8. Public Access and Community Involvement.

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

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

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

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

Section 9. Environmental Review.

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

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

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

Section 10. Bond Capital.

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

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

Section 11. Maintenance of Effort.

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

Section 12. Sale of Bonds.

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

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

Section 13. Independent Audit.

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

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

Section 14. If any section, subsection, sentence, clause or provision of this Ordinance is held invalid, the remainder of this Ordinance shall not be affected by such invalidity.

Section 15. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Metropolitan Dade County, Florida. The sections of this Ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word

Section 16. This Ordinance does not contain a sunset provision.

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

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

PASSED AND ADOPTED: JUL 1 6 1996

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

Prepared by:

Exhibit "A"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

renovations and exercise course at Roberto Clemente Park.

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

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

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

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

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

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

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

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

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

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

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

at Reeves Park.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Beach in accordance with the following schedule:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The following park projects promote juvenile crime prevention:

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

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

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

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

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

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

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

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

Exhibit "B"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

corridor.

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

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

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

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

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

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

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

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

The following park projects promote juvenile crime prevention:

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

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

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

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

SAFE NEIGHBORHOOD PARKS BONDS

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

YES / /

NO / /

Memorandum

MIAMI-DADE COUNTY

Date: February 6, 2007

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

Supplement to
Agenda Item No. 5(D)

From: George M. Burgess
County Manager

Subject: *Building Better Communities* (BBC) General Obligation Bond (GOB) Program - Supplementary Memorandum for item 2K from the December 12, 2006 INLUC Committee Meeting Related to Metrozoo Amazon and Beyond, GOB Project 46

Agenda item 2K from the December 12, 2006 Infrastructure and Land Use Committee meeting was deferred in order for staff to provide a written analysis of the impact that the requested acceleration of $18.7 million for the MetroZoo Amazon and Beyond project may have on the rest of the Building Better Communities (BBC) program.

The Building Better Communities (BBC) program is a multi-year capital improvement program deriving its revenue from the issuance of general obligation bonds. Bonds were projected to be issued periodically to provide funding for projects approved by the citizens in November 2004. Prior to the first bond sale in July of 2005, the Office of Capital Improvements, in collaboration with County departments and other stakeholders, developed a 15-year plan for the BBC that assumed a revenue stream of $400 million every two years.

This $400 million bi-annual revenue projection was based on three related factors: (1) a bond sale every two years; (2) the available debt service millage of .285 through 2012 (7 years) until previously issued financing was paid off and then .390 thereafter and; (3) assumptions for yearly estimated property assessment tax roll based on 30-year historical trend growth rates of 11% in 2005, 8.5% in 2006 and 5.5% thereafter .

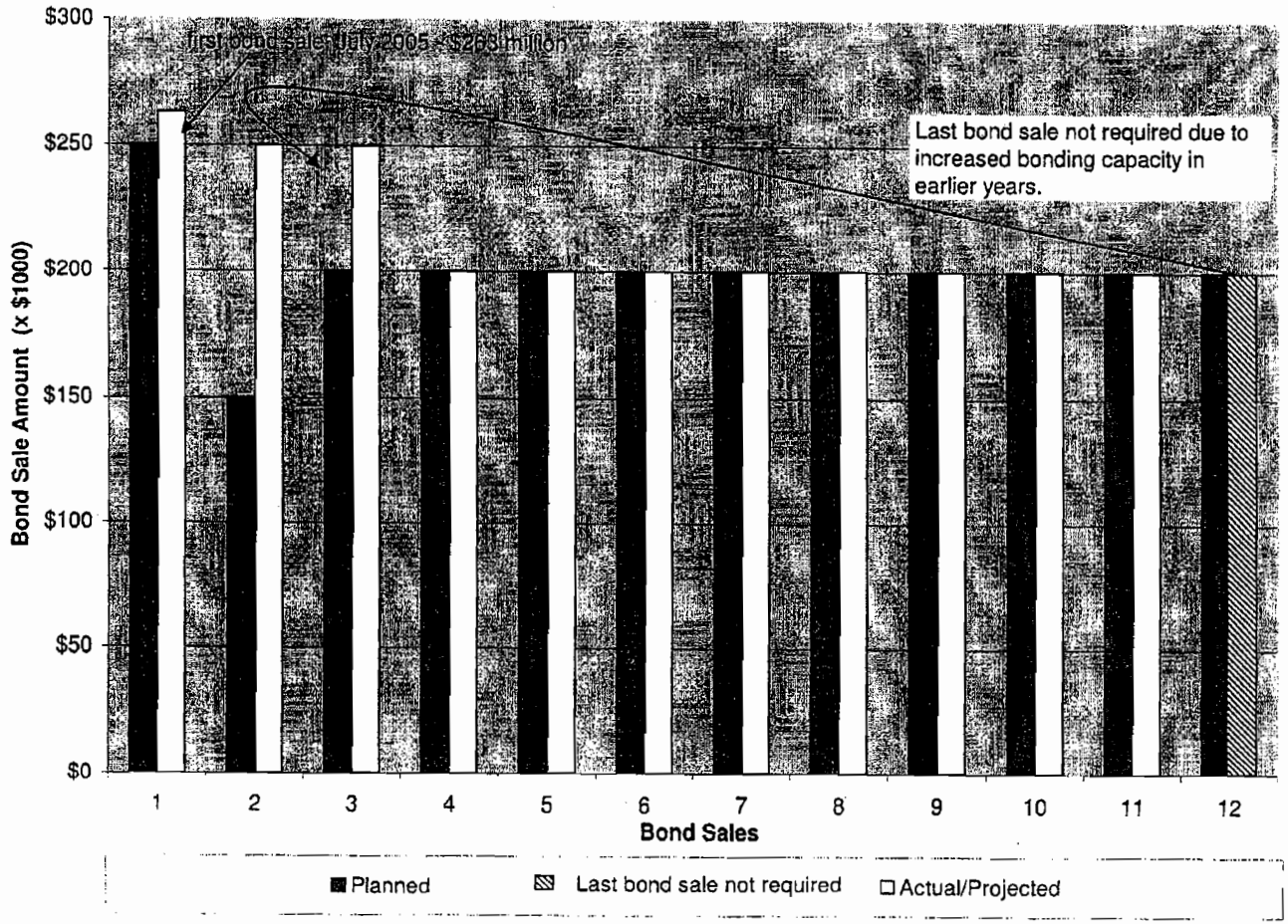
The roll growth rates of 21% for 2005 and 12% for 2006 (estimated) have allowed us to project a bonding capacity for each of the next two years of $250 million. While the value of the overall program will remain unchanged at $2.9 billion, this increase in tax roll growth will generate an additional $100 million for 2007 and $50 million for 2008 for a total advancement of $150 million in revenue over the next 24 months rather than in the later years of the program. As you may recall, the initial acceleration occurred during the first bond sale which netted $263 million instead of the anticipated $250 million. Since projecting growth in the tax roll beyond two years becomes increasingly uncertain, we have kept to our original prudent assumption of a 5.5% yearly increase in the tax roll beyond the next two years. This is simply a recognition that we have the capacity to generate more revenue earlier in the program to fund any reasonable acceleration for projects that are truly ready to begin without having to de-fund any projects. This newly projected significant increase in BBC Program bonding capacity is in addition to other revenues that will become available as a result of some projects progressing slower than planned or facing unanticipated challenges from time to time.

I recommend to the Board that the acceleration of $18.7 million for the MetroZoo Amazon and Beyond project be approved. The cost of capital improvements will likely continue to escalate and we should accelerate projects when warranted tempered by the risk of arbitrage. Any recommendation to sell bonds will be based on a careful assessment of how much we can spend given aggressive yet achievable schedules as arbitrage penalties may result if bond proceeds are obtained prematurely and not spent within three years of the sale. Once more, no project is being delayed by this recommended action. The management of a program of this magnitude, now with over 1,000 individual sites or project locations, will require adjustments and revisions as some projects move slower and other projects are ready to proceed earlier than anticipated. We are committed to funding those projects that are ready to proceed while we continue to demand performance from those projects that are lagging behind. All this is designed to deliver much needed capital improvements to the community as quickly as possible.

Attachment 1 illustrates planned versus actual/projected bonding capacity and Attachment 2 depicts projected tax roll growth rates.

Alex Muñoz
Assistant County Manager

Building Better Communities Bonding Capacity
(Attachment 1)



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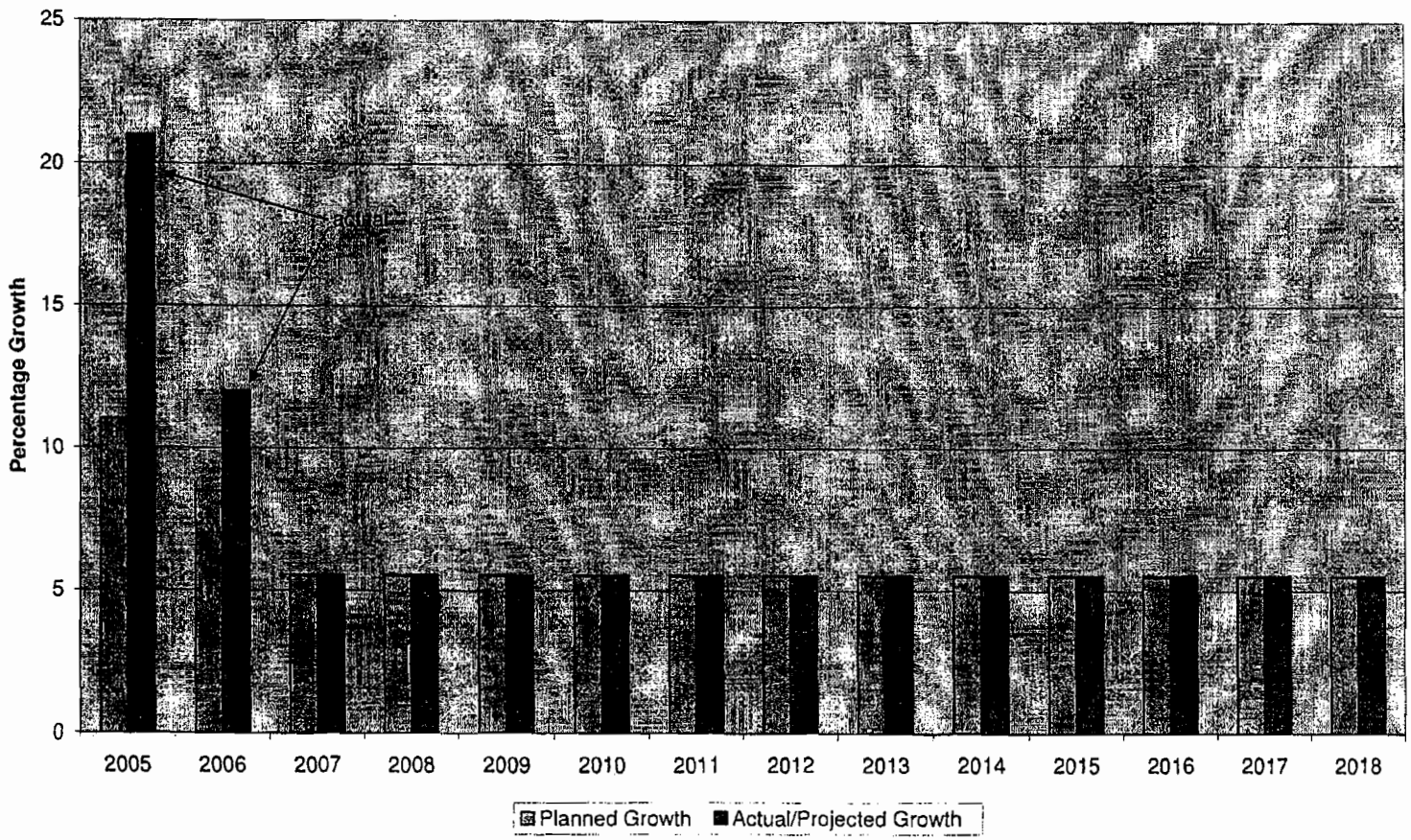
Building Better Communities Tax Roll Growth
(Attachment 2)



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