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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: December 1, 2009

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

From: George M. Burgess
County Manager

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

Resolution No. R-1363-09

Subject: Retroactive Approval of QNIP II funds to Optimist Club of Westchester for Design and Technical Oversight of Field House at Tropical Park

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Recommendation

It is recommended that the Board retroactively approve Modification No. Seven (7) (Attachment 1) to the agreement with the Optimist Club of Westchester, Inc. (Club) in the amount of $40,000, to provide additional financial support from QNIP II funds for consultant design and technical oversight during construction of the Northwest Field House at Tropical Park.

Scope

Tropical Park is located at 7900 SW 40th Street in District 10. The project impact is countywide in that countywide activities often occur at the facilities in Tropical Park.

Fiscal Impact/Funding Source

Project funding will be provided from District 10 Park Quality Neighborhood Improvement (QNIP II) funds.

Track Record/Monitor

The Club, a private, non-for-profit, federally tax-exempt community-based organization (CBO), has been operating a youth baseball program in Tropical Park for over 25 years. It is also a Park and Recreation Department (MDPR) Programming Partner.

Background

The baseball field house, comprised of a meeting area, locker room, concession area and bathrooms, in the northwest corner of Tropical Park, was completed in June 2008. The funding was provided by a combination of the Club's CBO grant awards and QNIP funds through MDPR.

Initially, the project was funded exclusively by CBO grants. The CBO completed the design and moved to the construction bid solicitation project phase. Bids received were over the budget and after the Architect/Engineer (A/E) of record value engineered the design to reduce costs, a second round of bids did not bring the construction back to budget. As a result, the CBO determined that the construction funding was not sufficient to complete the project.

MDPR identified QNIP sources of funding available to complete the project and informed the Club that it would take over financial responsibility and management of the bidding and construction of the building. The A/E of record was retained by MDPR to redesign to budgeted funding levels. MDPR received approval for the use of additional QNIP funds to provide the Club for future payments to the consultant (Attachment 2).

An agreement was subsequently executed with the Club for $62,000 (Attachment 3) for the additional field house design services. The Club inadvertently neglected to include the cost of construction oversight as part of the budget for this allocation. The total cost of the construction award was $845,000. The design costs represent approximately 7.3% of the base construction cost, and construction administration 4.7%, both are within the industry standard for work of this nature.

MDPR determined that the consultant's assistance would be needed in accordance with the County's standard construction practices until the completion of the project. The consultant presented a final invoice to the Club for the additional services at a cost of $40,000. The previous six (6) modifications granted to the Club for this agreement have all been for time extensions.

Although the field house was completed and received a Certificate of Occupancy in June 2008, MDPR did not receive approval to use funding from QNIP II, to increase the funding to the Optimist Club as stated in Modification No. 7. Reorganization within the Office of Grant Coordination and subsequent transfer of the CBO Capital Grants function back to MDPR delayed the processing of this funding request to the Board.

Attachments

Alex Muñoz
Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: December 1, 2009

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

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

Please note any items checked.

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

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

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

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

_____ **Budget required**

_____ **Statement of fiscal impact required**

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

_____ **No committee review**

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

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

Approved _____ Mayor
Veto _____
Override _____

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

RESOLUTION NO. R-1363-09

RESOLUTION RETROACTIVELY APPROVING MODIFICATION NUMBER SEVEN (7) TO AGREEMENT WITH THE OPTIMIST CLUB OF WESTCHESTER, INC. IN AMOUNT OF $40,000 TO PROVIDE ADDITIONAL FINANCIAL SUPPORT FROM QNIP II FUNDS FOR DESIGN AND TECHNICAL OVERSIGHT DURING CONSTRUCTION OF THE NORTHWEST FIELD HOUSE AT TROPICAL PARK AND AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME

WHEREAS, on May 17, 2005, this Board approved a funding allocation of $62,000 from fiscal year (FY) 2004/05 District 10 Park Quality Neighborhood Improvement ("QNIP") Funds to the Optimist Club of Westchester, Inc. for the design of the Northwest Baseball Field House at Tropical Park, as requested by Commissioner Javier D. Souto; and

WHEREAS, there were contractor delays and as a consequence, the Optimist Club of Westchester, Inc. spent an additional $40,000 to retain the design consultant until completion of the Project, for a total cost of $102,000; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board retroactively approves Modification No. Seven (7) to the agreement with the Optimist Club of Westchester, Inc. in substantially the form attached hereto as Attachment 1, to provide $40,000 in additional financial support from QNIP II funds for consultant design and technical oversight during construction of the Northwest Field House at Tropical Park and authorizes the County Mayor or the County Mayor's designee to execute same for and on behalf of Miami-Dade County.

The foregoing resolution was offered by Commissioner **Barbara J. Jordan**, who moved its adoption. The motion was seconded by Commissioner **Audrey M. Edmonson** and upon being put to a vote, the vote was as follows:

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of December, 2009. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: **DIANE COLLINS**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Monica Rizo

ATTACHMENT 1

MODIFICATION NO.7 OF AGREEMENT BETWEEN MIAMI-DADE COUNTY and OPTIMIST CLUB OF WESTCHESTER (Project No. 0531)

This agreement authorized and executed November 28, 2005 between Miami-Dade County and the Optimist Club of Westchester for the design services of a field house at Tropical Park is hereby modified as follows:

1. Modify Amount of Agreement - Page 2 of 13, Article IV, Amount Payable.
   Subject to available funds, the maximum amount payable for services rendered under this agreement shall not exceed $102,000. Both parties agree that should available County funding be reduced, the amount payable under this agreement may be proportionately reduced at the option of the County.

Except for the above-described changes, all provisions of the aforementioned agreement shall remain in full force and effect.

In witness thereof, the parties hereto have executed this modification of agreement on this

_____day of_____, 20 ___.

ATTEST:

OPTIMIST CLUB OF WESTCHESTER

By: _____
President

Witnesses:

By: _____

By: _____

ATTEST:

MIAMI-DADE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

_____
County Manager

_____
Approved as to Form and Legal Sufficiency

ATTACHMENT 2

Miami-Dade Legislative Item
File Number: 051512

File Number: 051512 **File Type:** Report **Status:** Approved
Version: 0 **Reference:** **Control:** County Commission
File Name: ALLOCATION OF FY04/05 PARK QNIP FUNDS D/10 **Introduced:** 5/18/2005
Requester: NONE **Cost:** **Final Action:** 5/17/2005
Agenda Date: 5/17/2005 **Agenda Item Number:** 11B9
Notes: Title: ALLOCATION OF FY 2004/05 PARK QNIP FUNDS (DISTRICT 10)
Indexes: FUNDING ALLOCATIONS **Sponsors:** NONE
Sunset Provision: No **Effective Date:** **Expiration Date:**
Registered Lobbyist: None Listed

Legislative History

Acting Body	Date	Agenda Item	Action	Sent To	Due Date	Returned	Pass/Fail
Board of County Commissioners	5/17/2005	11B11	Approved				P

REPORT: The following funding allocation was made from fiscal year (FY) 2004/05 District 10 Park QNIP Funds as requested by Commissioner Souto. $62,000 to the Optimist Club of Westchester for the design of the "Northwest Baseball Field Fieldhouse."

Legislative Text

There is no text currently available online for this item.

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7

ATTACHMENT 3

MIAMI-DADE COUNTY GRANT AGREEMENT
WITH
COMMUNITY BASED ORGANIZATION
(Competitively-Awarded Funding)

This Agreement, made this 28th day of November, 2005, by and between Miami-Dade County, a political subdivision of the State of Florida, (hereinafter referred to as "County") through its Park and Recreation Department (hereinafter "Department"), located at: 275 N.W. 2nd Street, Miami, 33128, and Optimist Club of Westchester having offices at: 7194 SW 47th Street, Miami, Florida 33155 (hereinafter referred to as "Provider") states conditions and covenants for design services for field house at Tropical Park (hereinafter referred to as "Services") for the County, as authorized by a Report to the Board, Item 11B11, May 17, 2005 and known as Grant No. 0531.

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

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

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

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

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

ARTICLE I. **Scope Of Services.** Provider agrees to render services in accordance with the Scope of Services incorporated herein and attached hereto as Attachment A.

Changes in the specified location(s) for the services shall require a written request and justification from the Provider approved by the Department Director or designee. Changes in the actual scope of services shall require a written request and justification submitted to the Department to be approved by the County Manager

ARTICLE II. **Budget Summary.** The provider agrees that all expenditures or costs shall be made in accordance with the Budget, which is attached herein and incorporated hereto as a part of Attachment A.

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

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

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

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

ARTICLE III. **Effective Term.** Both parties agree that the effective term of this Agreement shall be from May 17, 2005 to December 31, 2006.

ARTICLE IV. **Amount Payable.** Subject to available funds, the maximum amount payable for services rendered under this Agreement shall not exceed $62,000. Both parties agree that should available County funding be reduced, the amount payable under this Agreement may be proportionately reduced at the option of the County.

ARTICLE V. **Indemnification By Provider.**

A. Government Entity. If the Provider is a government entity, the government entity shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating out of, relating to or resulting from the performance of this Agreement by the government entity or its employees, agents, servants, partners, principals or subcontractors. Government entity shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.08, Fla. Stat., subject to the provisions of that Statute whereby the government entity shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $100,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgment paid by the government entity arising out of the same incident or occurrence, exceed the sum of $200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the government entity.

B. All Other Providers. Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners, principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

ARTICLE VI. Insurance.

A. Execution of Agreement. Prior to execution of this agreement by the County, commencement of work/services, and disbursement of funds, the Provider shall obtain all insurance required under this Article, as applicable, and submit same to the County for approval. All insurance shall be maintained until work/services have been completed and accepted by the County. If the services provided under this Agreement are for capital improvements, and the Provider cannot obtain insurance until a contractor is selected, the project may not begin until the insurance documents are submitted and accepted by the County.

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

Both certificates and policies shall all indicate no modification or change in insurance will be made without thirty days (30) written advance notice to Miami-Dade County, c/o the Manager of the Risk Management Division, 111 NW 1st Street, 23rd Floor, Miami, Florida 33128.

a) Worker's Compensation Insurance - as required by Chapter 440, Florida Statutes. (Provider must submit written proof of exemption from Worker's compensation insurance, if applicable.)

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

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

d.) Professional Liability Insurance: The Provider shall maintain Automobile Liability Insurance in the amount of $500,000 providing for all sums which the provider shall be legally obligated to pay as damages (deductible permitted not in excess of 10% of the coverage limits) for claims arising out of the services performed by the Provider or by any person employed by him in connection with this Agreement. Such claims may include changes arising out of design errors and omissions in the bid document prepared by the Provider that result in construction changes and acceptance of the Project.

C. Qualifications for Insurance Companies. The Provider shall follow the written instructions furnished by the Department as to the information required by the County's Risk Management Division on the insurance certificate.

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

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength by the latest (1986 or later) edition of Best's Insurance Guide, published by

A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division

or

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

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

D. Economic Hardship. In the event the insurance required in this section imposes an economic hardship on the Provider, with regard to a capital improvements project, the Department Director or his or her designee, upon written request of the Provider and a finding of economic hardship, may allow to the insurance requirements of this section to be satisfied by the Consultant hired by the Provider to undertake the Scope of Work. In such an event, the Provider will be required to forward to the County all the Certificates of Insurance required in Sections (B)(1) and (B)(2) herein, and shall ensure that the County is named as an additional insured on all of the Certificates.

E. The hired Consultant shall participate in all negotiations with the contractor related to this section. Such consultant participation shall be at no additional cost to the Owner.

ARTICLE VII. Proof Of Licensure And Certification.

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

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

B. Background Screening. In accordance with sections 39.076 and 39.001, Florida Statues, only employees and subcontracted personnel with a satisfactory background check through an appropriate screening agency (i.e., the Federal Department of Juvenile Justice, Florida Department of Law Enforcement or Federal Bureau of Investigation) may work in direct contact with juveniles.

If the Provider fails to furnish the County with proof of the satisfactory background screening required under this Section, the County shall not disburse any funds until it is provided with documented proof that the required background screening was initiated.

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

ARTICLE IX. Civil Rights. The Provider agrees to abide by Chapter IIA, Article IV of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public

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accommodation; the Age Discrimination Act of 1975, 42 U.S.C., as amended, which prohibits discrimination in employment because of age; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which prohibits discrimination on the basis of disability; and the Americans with Disabilities Act, 42 U.S.C. § 12103 et seq., which prohibits discrimination in employment and accommodation because of disability.

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

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

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

ARTICLE XII. **Breach of Agreement: County Remedies**

A. Breach. A breach by the Provider shall have occurred under this Agreement if: (1) the Provider fails to provide the services outlined in the Scope of Services (Attachment A) within the effective term of this Agreement; (2) the Provider ineffectively or improperly uses the County funds allocated under this Agreement; (3) the Provider does not furnish the Certificates of Insurance required by this Agreement or as determined by the County's Risk Management Division; (4) the Provider does not furnish proof of licensure/certification or proof of background screening required by this Agreement; (5) the Provider fails to submit, or submits incorrect or incomplete, proof of expenditures to support disbursement requests or advance funding disbursements or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports; (6) the Provider does not submit or submits incomplete or incorrect required reports; (7) the Provider refuses to allow the County access to records or refuses to allow the County to monitor, evaluate and review the Provider's program; (8) the Provider discriminates under any of the laws outlined in Section IX of this Agreement; (9) the Provider falsifies or violates the provisions of any affidavit attached hereto and incorporated by reference under Article XIX, Section G herein; (10) the Provider attempts to meet it obligations under this Agreement through fraud, misrepresentation or material misstatement; (11) the Provider fails to correct deficiencies found during a monitoring, evaluation or review within the specified time; (12) the Provider fails or refuses to return all items of capital improvement in the same condition as received at the beginning of the Agreement except ordinary wear and tear; or (13) the provider fails to submit the Certificate of Corporate Status, Board of Directors Requirement or proof of tax status; (14) the Provider fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements and stipulations in this Agreement. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

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

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

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

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

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

5. If, for any reason, the Provider should attempt to meet its obligations under this agreement through fraud, misrepresentation or material misstatement, the County shall, whenever practicable terminate this Agreement by giving written notice to the Provider of such termination and specifying the effective date therefore at least five (5) days before the effective date of such termination. The County may terminate or cancel any other contracts which such individual or entity has with the County. Such individual or entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees. Any individual or entity who attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years;

6. Any other remedy available at law or equity.

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

D. Damages Sustained. Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement, and the County may withhold any payments to the Provider until such time as the exact amount of damages due the County is determined. The County may also pursue any remedies available at law or equity to compensate for any damages sustained by the breach.

The Provider shall be responsible for all direct and indirect costs associated with such action, including attorney's fees.

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

ARTICLE XIV. **County Payment Procedures.**

A. County agrees to pay the Provider for services rendered under this Agreement based on the Scope of Service and Budget, which are incorporated herein and attached hereto as Attachment A. Payment shall be made in accordance with procedures outlined below:

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

1. If the **"Payment Request/Submission of Expenditure Documentation"** form is for an advance of 25% or less of the total grant, the originally signed Payment Request form, provided by the Department, must be submitted and approved by the Department. If the request is for more than 25%, up to 100% of the total grant, the **"Payment Request/Submission of Expenditure Documentation"** form must be accompanied by a letter from the Provider to the Department specifying the reasons and justifications for such payment. An advance request need not be accompanied by a detailed expenditure report. The County, the Department or its designees shall have the sole discretion in choosing whether or not to provide any advance payments and are not obliged to do so under any circumstances.

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

b. If the Provider receives an advance lump sum payment of the total amount payable, the Provider shall submit within ninety (90) days after receipt of the advance lump sum payment, the originally signed **Payment Request/Submission of Expenditure Documentation** form accompanied by: i) the **"CBO Itemization of Expenditures"** form; and ii) **"Explanation of Expenditures"** form with proof of expenditure including, but nor limited to, copies of canceled checks and original invoices, bills and receipts. Cash receipts must be clearly and officially identified, as to the vendor/service provider showing a zero balance due or all charges paid in full. When original documents cannot be produced, the Provider must adequately justify their

absence in writing and furnish copies as proof of the expenditures. If additional time is needed beyond the ninety (90) days, the Provider shall submit a written request for an extension of time to the Department. Failure to provide proof of expenditure and a detailed expenditure report shall be considered a breach of this Agreement.

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

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

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

3. If the payment request is for a direct payment to a vendor (allowed in park improvement projects when the Provider uses the services of a private vendor, contractor, or the like, and must provide payment to the individual or company), the originally signed **"Payment Request/Submission of Expenditure Documentation"** form must be accompanied by the original invoice/bill from the vendor, contractor, etc.

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

D. Processing the Request for Payment. After the Department reviews and approves the payment request, the Department will submit a check request to the County's Finance Department. The County's Finance Department will issue and mail the check directly to the Provider at the address listed on page one (1) of this Agreement, or to the Subcontractor, as indicated by the Provider. The parties agree that the processing of a payment request from date of submission shall take a minimum of thirty (30) days. It is the responsibility of the Provider to maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the County.

E. Final Request for Payment. The Department will accept a final request from the Provider for payment up to forty-five (45) days after the expiration of this Agreement, for expenditures made within the term of the grant agreement. If the Provider fails to comply, all rights to payment shall be forfeited. The request for the final payment may include accruals of the personnel costs listed in Attachment A which the Provider is obligated to pay after the close of the period for services provided within the term of the Agreement.

F. Final Report/Recapture of Funds. Upon the expiration or termination of this Agreement, the Provider shall submit a final report to the Department no more than forty-five

(45) days after the expiration or termination of this Agreement. Additionally, if the Provider earned interest on grant funds received under this Agreement, the interest must be used toward the project and documented in the final report.

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

ARTICLE XV. Prohibited Use Of Funds.

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

B. Religious Purposes. County funds shall not be used for religious purposes.

C. Fund-raising. County funds shall not be used for fund raising efforts, e.g., purchases or services for resale; prizes for games of chance; giveaway items, etc.

D. Co-Mingling Funds. The Provider shall not co-mingle funds provided under this Agreement with funds received from any other funding sources.

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

A. If the grant funds referenced herein, will be used to make capital purchases for, or construction on COUNTY property which is partially or wholly funded through this Agreement, then the Provider shall seek prior review and written approval of designated DEPARTMENT staff of any plans, specifications, selection of private consultants and/or contractors or any other item, prior to purchase or hiring. Additionally, the Provider must seek prior review and written approval of plans and specifications from the County Office of Americans with Disabilities Act Coordination, when indicated by Department staff.

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

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

D. The Provider understands that certain Department technical staff may be required to assist the Provider in complying with this Agreement and that the Department may charge for specific assistance, review, and inspection by Department technical staff.

E. The Provider understands that Department technical staff may provide additional guidelines for certain construction projects.

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

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

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

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

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

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

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

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

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

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

C. Access to Records: Audit. The Provider understands that it may be subject to an audit. The Provider shall provide access to all of its records which relate to this Agreement

at its place of business during regular business hours. The Provider agrees to provide such assistance as may be necessary to facilitate their review or audit by the County to insure compliance with applicable accounting and financial standards.

D. Progress Reports and Final Report. The Provider shall furnish the Department with written **"Progress Reports"** on a form provided by the Department on the achievement of its goals as outlined in its Scope of Services and Budget (Attachment A). The reports shall explain the Provider's progress including comparisons of actual versus planned progress for that quarterly period. The data should be quantified when appropriate. Said reports are due on the 25th day of the month following the end of each quarter *or as otherwise determined by the Department.* A **"Final Report"** shall be due forty-five (45) days after the termination of this Agreement. If a project is completed before the end of the term of the Agreement, the Provider shall only submit a progress report up to and including the quarter in which the project is completed.

E. Monitoring: Management Evaluation and Performance Review. The Provider agrees to permit County personnel to monitor, review and evaluate the program, which is the subject of this Agreement.

The following shall pertain only to Providers whose funding allocation under this Agreement is $10,000 or more or whose funding allocation becomes $10,000 or more during the term of this Agreement.

The Department may monitor both fiscal and programmatic compliance with all the terms and conditions of the Agreement. The Provider shall permit the Department to conduct site visits, client assessment surveys, and other techniques deemed reasonably necessary to fulfill the monitoring function. A report of the Department's findings will be delivered to the Provider and the Provider will rectify all deficiencies cited within the period of time specified in the report. If such deficiencies are not corrected within the specified time, the County may suspend payments or terminate this Agreement. The Department shall conduct one or more formal management evaluation and performance reviews of the Provider, whose funding allocation under this Agreement is $10,000 or more or whose funding allocation becomes $10,000 or more during the term of this Agreement.

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

ARTICLE XIX. Miscellaneous

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

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

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

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

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

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

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

G. Totality of Agreement/Severability of Provisions. This 13 page Agreement with its recitals on the first page of the Agreement and with its attachments as referenced below contain all the terms and conditions agreed upon by the parties:

Attachment A: Agreement Scope of Services and Budget

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

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

(SEAL)

Optimist Club of Westchester
AGENCY NAME

ATTEST:

By: _____
(Signature of President or Vice-President)

By: _____
(Signature of Secretary or Treasurer)

ARTURO ACUÑA
Type or Print Name

Type or Print Name

Witnesses:

By: _____
(Signature)

By: _____
(Signature)

By: Jorge W. Fernandez
Type or Print Name

By: _____
Type or Print Name

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

By: _____
DEPUTY CLERK

By: _____
George M. Burgess
COUNTY MANAGER

Approved as to form and legal sufficiency

_____
COUNTY ATTORNEY

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

Community Based Organization
Scope of Services and Budget Summary

CBO Name: Optimist Club of Westchester **Project #:** 9722

CBO Fiscal Year 04-05 **Grant Award Amount** $62,000

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

For the re-design of a field house by the baseball field in the northwest area of Tropical Park

BUDGET ELEMENT (line item description of expenditure categories)	GRANT AMOUNT	CBO CONTRIBUTION
Professional Architectural and Engineering Design Services.	$ 62,000	$
	$ 62,000 TOTAL GRANT	$ TOTAL CBO CONTRIBUTION

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

Community Based Organization
Scope of Services and Budget Summary

CBO Name; Optimist Club of Westchester **Grant #:** 0531

Grant Award Amount $ 102,000

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

For the re-design of a field house by the baseball field in the northwest area of Tropical Park.

BUDGET ELEMENT	GRANT AMOUNT	CBO CONTRIBUTION
Professional Architectural and Engineering Design Services	$102,000.00	$
	$ 102,000.00 TOTAL GRANT	$ TOTAL CBO CONTRIBUTION

MODIFICATION NO. 1 OF
AGREEMENT BETWEEN
MIAMI-DADE COUNTY
and
OPTIMIST CLUB OF WESTCHESTER
(Project No. 0531)

This agreement authorized and executed November 28, 2005 between Miami-Dade County and the Optimist Club of Westchester for the design services of a field house at Tropical Park is hereby modified as follows:

1. Modify Term of Agreement - Page 2 of 13, Article III, Effective Term.
   Both parties agree that the effective term of this Agreement shall be from May 17, 2005 to ~~**December 31, 2005**~~ **December 31, 2007.**

Except for the above-described changes all provisions of the aforementioned agreement shall remain in full force and effect.

In witness thereof the parties hereto have executed this modification of agreement on this 14th day of Dec., 20 06.

ATTEST:

OPTIMIST CLUB OF WESTCHESTER

By: _____
President

Witnesses:

By: _____

By: _____

ATTEST:

MIAMI-DADE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

_____
County Manager

_____
Approved as to Form and Legal Sufficiency

MODIFICATION NO. 2 OF
AGREEMENT BETWEEN
MIAMI-DADE COUNTY
and
OPTIMIST CLUB OF WESTCHESTER
(Project No. 0531)

This agreement authorized and executed November 28, 2005 between Miami-Dade County and the Optimist Club of Westchester for the design services of a field house at Tropical Park is hereby modified as follows:

1. Modify Term of Agreement - Page 2 of 13, Article III, Effective Term.
   Both parties agree that the effective term of this Agreement shall be from May 17, 2005 to ~~December 31, 2007~~ **March 31, 2008.**

Except for the above-described changes, all provisions of the aforementioned agreement shall remain in full force and effect.

In witness thereof, the parties hereto have executed this modification of agreement on this 28th day of December, 20 07.

ATTEST:

OPTIMIST CLUB OF WESTCHESTER

By: _____
President

Witnesses:

By: Marlene Rossié

By: Mike A Garcia

ATTEST:

COUNTY COMMISSIONER DADE COUNTY FLORIDA

By: _____
Deputy Clerk

MIAMI-DADE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

_____
County Manager

Monica Rizzo
Approved as to Form and Legal Sufficiency

24

MODIFICATION NO.3 OF
AGREEMENT BETWEEN
MIAMI-DADE COUNTY
and
OPTIMIST CLUB OF WESTCHESTER
(Project No. 0531)

This agreement authorized and executed November 28, 2005 between Miami-Dade County and the Optimist Club of Westchester for the design services of a field house at Tropical Park is hereby modified as follows:

1. Modify Term of Agreement - Page 2 of 13, Article III, Effective Term.
   Both parties agree that the effective term of this Agreement shall be from May 17, 2005 to ~~**March 31, 2008**~~ **June 30, 2008.**

Except for the above-described changes, all provisions of the aforementioned agreement shall remain in full force and effect.

In witness thereof, the parties hereto have executed this modification of agreement on this

17TH day of MARCH, 20 08.

ATTEST:

OPTIMIST CLUB OF WESTCHESTER

By: _____
President

Witnesses:

By: _____

By: _____

ATTEST:

MIAMI-DADE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

Deputy Clerk 3/3/08

County Manager

Approved as to Form and Legal Sufficiency

25

MODIFICATION NO.4 OF
AGREEMENT BETWEEN
MIAMI-DADE COUNTY
and
OPTIMIST CLUB OF WESTCHESTER
(Project No. 0531)

This agreement authorized and executed November 28, 2005 between Miami-Dade County and the Optimist Club of Westchester for the design services of a field house at Tropical Park is hereby modified as follows:

1. Modify Term of Agreement - Page 2 of 13, Article III, Effective Term.
   Both parties agree that the effective term of this Agreement shall be from May 17, 2005 to ~~**June 30, 2008**~~ **December 31, 2008.**

Except for the above-described changes, all provisions of the aforementioned agreement shall remain in full force and effect.

In witness thereof, the parties hereto have executed this modification of agreement on this 26th day of June, 2008.

ATTEST:

OPTIMIST CLUB OF WESTCHESTER

By: _____
President

Witnesses:

By: _____

By: _____

ATTEST:

MIAMI-DADE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

_____
Deputy Clerk

_____
County Manager

_____
Approved as to Form and Legal Sufficiency

MODIFICATION NO.5 OF
AGREEMENT BETWEEN
MIAMI-DADE COUNTY
and
OPTIMIST CLUB OF WESTCHESTER
(Project No. 0531)

This agreement authorized and executed November 28, 2005 between Miami-Dade County and the Optimist Club of Westchester for the design services of a field house at Tropical Park is hereby modified as follows:

1. Modify Term of Agreement - Page 2 of 13, Article III, Effective Term.
   Both parties agree that the effective term of this Agreement shall be from May 17, 2005 to ~~**December 31, 2008**~~**. June 30, 2009.**

Except for the above-described changes, all provisions of the aforementioned agreement shall remain in full force and effect.

In witness thereof, the parties hereto have executed this modification of agreement on this

11th day of DECEMBER, 2008.

ATTEST:

OPTIMIST CLUB OF WESTCHESTER

By: _____
President

Witnesses:

By: _____

By: _____

ATTEST:

MIAMI-DADE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

_____
County Manager

COUNTY COMMISSIONERS DADE COUNTY FLORIDA

_____
Approved as to Form and Legal Sufficiency

MODIFICATION NO.6 OF
AGREEMENT BETWEEN
MIAMI-DADE COUNTY
and
OPTIMIST CLUB OF WESTCHESTER
(Project No. 0531)

This agreement authorized and executed November 28, 2005 between Miami-Dade County and the Optimist Club of Westchester for the design services of a field house at Tropical Park is hereby modified as follows:

1. Modify Term of Agreement - Page 2 of 13, Article III, Effective Term.
   Both parties agree that the effective term of this Agreement shall be from May 17, 2005 to ~~**June 30, 2009.**~~ – **December 31,2009.**

Except for the above-described changes, all provisions of the aforementioned agreement shall remain in full force and effect.

In witness thereof, the parties hereto have executed this modification of agreement on this

27TH day of MAY, 20 09.

ATTEST:

OPTIMIST CLUB OF WESTCHESTER

By: _____
President

Witnesses:

By: _____

By: _____

ATTEST:

MIAMI-DADE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

_____
County Manager

Monica Rizo
Approved as to Form and Legal Sufficiency

MIAMI-DADE COUNTY
BOARD OF COUNTY COMMISSIONERS
OFFICE OF THE COMMISSION AUDITOR

Legislative Notes

Agenda Item: 8(M)1(A)

File Number: 092653

Committee(s) of Reference: Board of County Commissioners

Date of Analysis: November 4, 2009

Type of Item: Resolution for a retroactive approval of QNIP II funds

Commission District 10

Summary

This resolution retroactively approves modification number seven (7) to an agreement with the Optimist Club of Westchester, Inc. in the amount of $40,000 for the consultant design and technical oversight during construction of the Northwest Field House at Tropical Park using Quality Neighborhood Improvement Program funds (QNIP)

Background and Relevant Legislation

QNIP was established by the Board of County Commissioners (BCC) in 1999 to address infrastructure needs in older unincorporated neighborhoods and newer high growth areas as proposed by the Mayor's Budget Message in 1998. On March 18, the BCC adopted Resolution No. R-315-99 approving QNIP project sites and funding recommendations for each commission district. The QNIP program sets aside funds for each commission district for the following:

- Sidewalk repairs and improvements;
- Safe routes to schools;
- Drainage improvements;
- Resurfacing streets; and
- Park improvements.

On September 20, 2001, the Board of County Commissioners authorized the implementation of Phase II of QNIP (QNIP2) as proposed by the Mayor's Budget Message of September 5, 2001. The QNIP2 project list totals $60 million in funds and the balance of the initial QNIP1 projects.

According to the Office of Capital Improvements Information System (CIIS) QNIP Master Report there are a total of six (6) QNIP programs.

QNIP Totals as November 5, 2009

	Budget	Unallocated Balance
QNIP1	$118,164	$1,127,216
QNIP2	$61,536,444	$1,776,864
QNIP3	$3,608,000	$2,915
QNIP4	$30,523,386	$1,901,318
QNIP5	$30,000,000	$2,582,982
QNIP6	$8,000,000	$6,528,568

According to the CIIS QNIP Master Report, the following information was provided for the Westchester Optimist Field House Project:

- Original budget amount of $62,000;
- Revised budget $103,000; and
- Project was completed in June 2008.

The Optimist Club of Westchester Field House project is located in District 10. The total QNIP2 allocation for District 10 is $8,263,375 with an unallocated balance of $1,553,235. There are 23 projects listed under the QNIP2 District 10 allocation.

Budgetary Impact

The funding for this project will come from QNIP2 funds. No additional County funds will be used.

Questions

What is the annual operational and maintenance cost of the field house?

Prepared By: Mia B. Marin