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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. 9(A)(7)

Resolution No. R-1376-09

Subject: Resolution Awarding Safe Neighborhood Parks Discretionary and Land Acquisition Funds

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This item was amended at the November 10, 2009, Recreation, Culture and Tourism Committee to add an award recommendation of $201,700 to Miami-Dade County for A.D. Barnes Park and $144,400 to the City of Miami's allocation for 1814 Brickell Avenue Park. If the Town of Miami Lakes resolves its financial issues with Miami-Dade County, then the Board of County Commissioners would recommend to the Safe Neighborhood Parks (SNP) Citizens' Oversight Committee (COC) that the COC support Miami Lakes' application for any remaining and available SNP funds. This item is also amended to correct a scrivener's error on Attachment "4" for the Virginia Key Beach Park project to change the Commission District from District 2 to District 7.

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) adopt the attached resolution awarding $5,754,908 in Safe Neighborhood Parks (SNP) Discretionary Funds and $100,000 in SNP Land Acquisition Funds to specific public agencies and not-for-profit organizations indicated in Attachment 4, and authorizing the County Mayor or the Mayor's designee to negotiate and execute in an expedited manner grant agreements with the subject agencies, and to exercise any renewal, cancellation and termination provisions contained therein. The $5,754,908 does not include award recommendations by the SNP Citizens' Oversight Committee (COC) to the Town of Miami Lakes of: (1) $100,000 of SNP Discretionary Funds for Sevilla Estates Park; (2) $46,100 of SNP Discretionary and Recaptured Funds for Miami Lakes Park; and (3) $200,000 of SNP Discretionary and Recaptured Funds for Royal Oaks Park, because the Town owes the County approximately $600,000 in Quality Neighborhoods Improvement Program (QNIP) debt service payments.

SCOPE

The scope of this agenda item is Countywide as the SNP Program funds are recommended for award to municipal and not-for-profit grantees throughout Miami-Dade County.

FISCAL IMPACT/FUNDING SOURCE

Funding is provided by the SNP Bond Program authorized under County Ordinance No. 96-115, including available interest earned.

TRACK/RECORD MONITOR

The grantee will implement the projects and the County's Office of Capital Improvements (OCI), Johnny Martinez, P.E., Director, will monitor the projects.

DELEGATION OF AUTHORITY

There is no additional delegation of authority related to this item.

BACKGROUND

On July 16, 1996, the Board approved Ordinance No. 96-115 which authorized the issuance, subject to approval by special election, of $200 million in general obligation bonds for park projects, established a COC and empowered it to administer the bond program, and recommend entities and projects eligible for bond funding to the Board.

On June 15, 2009, consistent with SNP COC Resolution No. R-1-99 (Attachment 1), the COC solicited applications under Request for Proposals (RFP) SNP0809 for park capital improvements and land acquisition. On August 18, 2009, the COC reviewed the RFP applications with an accompanying spreadsheet provided by staff (Attachment 2) which resulted in award recommendations of $5,853,564 in Discretionary funding and $100,000 in Land Acquisition funds to specific entities for specific projects totaling $5,953,564. The spreadsheet utilized by the COC contained three scrivener's errors as follows:

Entity	Incorrect Amount	District	Correct Amount
#33 City of Sunny Isles	$114,450	4	$111,450
#35 The Colombian American Coalition	$ 53,701	11	$ 33,045
#71 Village of Pinecrest	$ 50,000	7	$ 75,000

On August 21, 2009, staff notified the COC that the spreadsheet utilized to award the grant funds contained three scrivener's errors. The COC members were given the opportunity to comment on the corrections; no objections or comments were made by the COC members.

It should also be noted, that the Memorial Cubano, Inc. is listed as one of the entities recommended for $200,000 in SNP funding to build a Cuban Memorial Monument at Tamiami Park. On October 16, 2007, the Board under Resolution No. R-1170-07 awarded a grant agreement to the Memorial Cubano, Inc. for $200,000 for the same project (Attachment 3). At that time, the Memorial Cubano, Inc. committed to provide $425,715 of cash and in-kind donations for the cost of construction above the County's grant award to complete the project at a total cost of $725,715. Due to the economic downturn and subsequent current reduction in donations to the organization, the Memorial Cubano, Inc. has scaled down the project from $725,715 to $517,454. An amended grant agreement to reflect the revised sources of funding and project scope has been submitted for Board consideration under separate cover. The funding necessary to complete the revised project scope consists of the following: The SNP allocation of $200,000, Miami-Dade County Park and Recreation Department grant agreement awarded by the Board in 2007 in the amount of $200,000, and $117,454 of in-kind and cash donations provided through the Memorial Cubano's fundraising efforts.

On August 18, 2009, the COC voted to waive its SNP Administrative Rules which states that pre-agreement expenses must be incurred by the grantee no earlier than one year prior to the application date, and favorably recommended the allocation to Miami Lakes of $246,100 for Miami Lakes Park ($46,100) and Royal Oaks Park ($200,000) and $100,000 for Sevilla Estates Park. This Board, at its September 21, 2004 meeting, was presented with a 2004 COC recommendation to award $246,100 to Miami Lakes Park and Royal Oaks Park (Resolution No. R-1166-04) but the Board deferred action on that recommendation to no date certain. At the time of the August 18, 2009 COC meeting, the County and the Town of Miami Lakes were engaged in discussions on how to resolve the QNIP debt service issue. To date, this issue has not been resolved. Consequently, I am refraining from recommending the award of the aforementioned monies to the Town of Miami Lakes for Sevilla Estates Park, Miami Lakes Park and Royal Oaks Park until the QNIP issue is resolved.

The attached resolution allocates the amount of $5,754,908 in Discretionary funding and $100,000 in Land Acquisition funds to the specific entities for specific projects (Attachment 4) totaling $5,854,908.

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. 9(A)(7)

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. 9(A)(7)

12-1-09

RESOLUTION NO. R-1376-09

RESOLUTION AWARDING $6,201,008 SAFE NEIGHBORHOOD PARKS DISCRETIONARY AND LAND ACQUISITION FUNDS TO SPECIFIC ENTITIES FOR SPECIFIC PARK PROJECTS AND AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO NEGOTIATE AND EXPEDITE EXECUTION OF RELATED GRANT AGREEMENTS, AND TO EXERCISE ANY RENEWAL, CANCELLATION OR TERMINATION PROVISIONS CONTAINED THEREIN

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

WHEREAS, the County Ordinance No. 96-115, as amended, provides for discretionary and land acquisition funding of the Safe Neighborhood Parks ("SNP") bond program to be used for capital improvement projects, including the acquisition of land for parks, for open spaces and for natural areas, and other projects consistent with the Ordinance; and

WHEREAS, the SNP Citizens' Oversight Committee ("COC") considered written requests for discretionary, recaptured and pre-agreement land acquisition grant funds, in accordance with the COC's Resolution No. R-1-99,

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

>>Section 1.<<[1] Allocates >>$6,201,008<< SNP discretionary and land acquisition funds to the entities specified in the accompanying Manager's memorandum and in its Attachment "4" attached hereto and made a part hereof, and authorizes the County Mayor or the Mayor's designee to negotiate and expedite execution of the related grant agreements,

[1] Committee amendments are indicated as follows: words stricken through and/or [[double bracketed]] shall be deleted, words underscored and/or >>double arrowed<< constitute the amendments proposed.

following approval by the County Attorney's Office and to exercise any renewals, cancellations, and termination provisions of such agreements.

>>Section 2. If the Town of Miami Lakes resolves its financial issues with Miami-Dade County, then this Board would recommend to the COC that the COC support Miami Lakes' application for any remaining and available SNP funds.<<

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

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	absent
Barbara J. Jordan	aye	Joe A. Martinez	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	absent	Rebeca Sosa	absent
Sen. Javier D. Souto	absent		

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

RESOLUTION R-1-99
SAFE NEIGHBORHOOD PARKS
CITIZENS' OVERSIGHT COMMITTEE
USE OF SAFE NEIGHBORHOOD PARKS INTEREST EARNINGS

WHEREAS, the Board of County Commissioners of Miami-Dade County, Florida, through Ordinance 96-115, the Safe Neighborhood Parks Ordinance, duly organized and established this Citizens' Oversight Committee (the "Committee"); and

WHEREAS, the Ordinance has charged the Committee with the responsibility of overseeing the deposit and disbursement of Bond proceeds for the acquisition and improvement of parks and natural areas, all as more particularly set forth in the ordinance; and

WHEREAS, the Committee wishes to establish the use of Safe Neighborhood Parks interest earnings as specifically set forth below;

NOW THEREFORE BE IT RESOLVED BY THE CITIZENS' OVERSIGHT COMMITTEE OF THE SAFE NEIGHBORHOOD PARKS BOND:

Section 1. **Initial Earnings.** Prior to full execution of grant agreement with Public Agency or Not-For-Profit Organization, interest earned shall be allocated to land acquisition.

Section 2. **Subsequent Earnings.** Subsequent to full execution of grant agreement with Public Agency or Not-For-Profit Organization, interest earned on behalf of each grant recipient to be allocated as follows:

(A). to the Office of Safe Neighborhood Parks, as needed, for central administration;

(B). the balance is to be distributed

- 30.00% to the Public Agency or Not-For-Profit Organization on whose behalf the interest was earned (may be used for soft costs consistent with the Ordinance)

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- 70.00% to be used, at the discretion of the Oversight Committee, for land acquisition or other eligible projects consistent with the Ordinance.

APPROVED 3/26/99

Safe Neighborhood Park Citizens' Oversight Committee

1	City of Coral Gables	Alhambra Park	7	X	Land Acquisition - 21,000 SF lot	$625,000
2	City of Doral	Doral Meadow Park	12		Batting cages - planning and design documents, site preparation, concrete slab, batting cages, electrical work	$40,000
3	City of Doral	11201 NW 50 Street	12		Bikeway - funding for a section of trail, site preparation, fill, multi-use path and landscaping	$100,000
4	City of Doral	Physical address not yet available, however, it will be on NW 50th Street between NW 114th Avenue and NW 117th Avenue	12		Dog Park -Site preparation, fill, parking , fencing electrical, landscape, walkway, irrigation	$300,000
5	City of Doral	Misc. Sites: Doral Academy Charter High School , Doral Meadow Park , and Morgan Levy	12		Netting/ Fencing - Installation of support poles, cables and netting along the southern border of Doral Academy Charter High School	$50,000
6	City of Doral	Doral Meadow Park and Morgan Levy Park	12		Playground Lighting - Installation of light poles. FF&E 16 light poles and fixtures	$50,000
7	City of Doral	Veteran's Park	12		Park development: Pre-agreement soft costs. Site preparation, parking lot, security lights, landscaping, irrigation. FF&E Children's playground, forever lawn playground grass, 5 picnic/game tables, playground canopy, 1 bike rack, 5 trash receptacles, 1 drinking fountain, flag pole	$250,000
8	City of Hialeah Gardens	Westland Gardens Park	12		Park renovations: Basketball court - clearing and grubbing, stabilized sub-grade, rock base, perimeter edging, two 1' lift types S-1 asphaltic pavement, surface finishes and striping, hoops and posts, perimeter fencing and wind barrier, electrical conduits, service and lighting, sidewalks, finish grading and swales, sodding	$137,791
9	City of Homestead	Harris Yield Youth Sports Grounds and Skate Park	7		Permanent fabricated restrooms	$100,000
10	City of Miami	Brickell Platron Park	7	X	Land Acquisition - 10,295 SF	$500,000
11	City of Miami	1614 Brickell Avenue Park	7	X	Land Acquisition - 35,000 SF	$800,000
12	City of Miami/Miami Downtown Development	Paul S. Walker Urbanscape	5		Park development: redevelop waterfall structure and equipment, grading and drainage, 3500 sf. of limestone paver slabs, 160 lf of planter walls, electrical for fountain, and lighting, decorative gate structure, site preparation and MOT, painting of facility, landscape materials, FF&E fixed tables, chairs and umbrellas (4), trash receptacles (2)	$125,000
13	City of Miami Beach	Priority 1- Lummus Park	6		Park improvements: Serpentine walkway renovation, par course, shade construction	$1,000,000
14	City of Miami Beach	Priority 2 -Bandshell Park	5		Park improvements: demolition and facility renovation/restoration and park improvements	$1,00,000
15	City of Miami Gardens	Priority 1 - Miami Gardens Community Center - Phase II	2		(listed in priority order) 500 seat covered amphitheatre, multi-purpose sports field, landscaping and irrigation, lighted pedestrian path with fitness stations, covered accessible playground, and perimeter fencing	$1,840,493
16	City of Miami Gardens	Priority 2 - Rolling Oaks Park	1	X	Land Acquisition - 14 Acres - for future Senior Recreation Center	$1,800,000
17	City of Miami Gardens	Priority 3 - Rolling Oaks Park	1		Trail project: 10' multi purpose trail, 50x50 pavilions, 12x12 pavilions	$666,400

	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
18	City of Miami Gardens	Priority 4 - A.J. King Park	1		New accessible playground - planning, design, pre-agreement soft costs, demolition, FF&E-playground equipment	$127,162
19	City of Miami Gardens	Priority 5 - Norwood Park	1		Playground - planning and design, accessible poured-in-place surfacing, FF&E playground equipment	$115,013
20	City of Miami Gardens	Priority 6 - Myrtle Grove Park	1		Playground - planning, demolition, FF&E playground equipment	$106,360
21	City of Miami Springs	Community Center	6		Expand water lines for the community center: replacement of 6" water mains by 8" ones for City of Miami Spring Recreation Complex	$41,833
22	City of Miami Springs	Canal Street Linear Park	6		Phase I linear park -mobilization, demolition, clearing and grubbing, earthwork, site concrete/brick pavers/specialty surfaces, water distribution system, drainage system and structure, irrigation system, landscape and sod	$271,222
23	City of Miami Springs	Curtis Parkway and North Royal Poinciana Blvd.	6		Bike path lighting in median of Curtiss Parkway from Curtiss Circle to Golf Course, City right-of-way between Miami River Canal Bank and N. Royal Poinciana Blvd. from Cusil Ave. to Sterling Ave. - provision and installation of approx. 300 bollard lights with concrete bases and accompanying electrical panels, lighting controls, conduits and wiring, trenching, backfill, surface restoration, asphalt patching and sod repair as needed to complete the lighting on the Curtiss Parkway and N. Royal Poinciana Blvd. Bike paths	$600,000
24	City of North Bay Village	West Drive Community Park	4		Recreational development: planning, design, projection administration, pre-agreement soft costs, earthwork and site grading, .81 acre, water and sewer utility connections, 1 restroom, site irrigation, paver walkways installation, 480 sq. ft., 8 connection points, gazebo shelter installation, 300 sq. ft. octagonal structure, restroom prefab facility installation and electric, 1 unisex restroom facility, 7 sight lighting fixtures, FF&E gazebo materials, restroom prefab materials, art-in-public places art work, site fixtures and furniture, 1 bike rack, 4 picnic tables	$300,000
25	City of North Miami	Cagni Park	2		Sports lighting: sports lighting and wiring for the baseball field, softball field, basketball courts (4), racquetball courts (4), tennis courts (4), and volleyball courts (3)	$600,000
26	City of North Miami	Pepper Park	1		Two lighted multipurpose fields: fill-16,000 cubic yards, grade-220,000 sq. ft., irrigation, sod-220,00 sq. ft. lighting	$600,000
27	City of North Miami Beach	Mishcon Park	4		Renovations to park: design and project administration, removal of existing sod, installation of artificial turf, security fencing	$534,000
28	City of Opa Locka	Sherbondy Park	1		Rehabilitation of site facilities: planning, design, and project administration, football field, running track course, basketball courts, tot lot/children play area, restroom building, trails & sidewalks, site landscaping, site lighting, security fencing, contingency, art in public places	$1,864,808
29	City of South Miami	Dixon Park	7		Park development: picnic facilities, landscape, walking trail	$60,000
30	City of South Miami	Murray Park Aquatic Center Pool	7		Construction of a swimming pool: 6 lane heated pool with splash pad, parking renovation, supporting pool facility/building, tot-lot	$556,011
31	City of South Miami	N/A	7		Park improvements: parking facilities and side-walk, outdoor gathering space, landscaping, building toilet facility and drainage	$202,826
32	City of Sunny Isle	Belle Vista Bay Park	4	X	Land Acquisition - 24,312 sq. ft.	$200,000

33	City of Sunny Isle	Golden Shore Park	4		Park development - design, site preparation, walking path, safety surfacing, fencing, playground equipment	$114,450
34	City of Sweetwater	Ronselli Park	12		Park improvements: pre-agreement expenses for new netting, flooring replacement, ceiling fans with lights, rain gutter, bathroom repairs (sink and plumbing)	$63,700
35	Colombian American Coalition of Florida	West Wind Lakes Park	11		Construction of a plaza: plaza bricks, flag poles, lights, floor lighting, flag pole floor lighting, wall exterior materials, wall interior-cement blocks, concrete benches and concrete bollards, Miami Dade county permits, landscaping, engraved bricks, wall letters and engraving, artistic work	$63,701
36	Cuban Memorial	Tamiami Park	11		Cuban Memorial: 61 foot obelisk with landscaping and lighting at the base	$200,000
37	Miami-Dade County Parks Department	AD Barnes Park	6		Park improvements: planning and design, project administration, concrete walkway along the perimeter of the park, lights to existing walkway	$201,700
38	Miami-Dade County Parks Department	Ben Shavi Park	9	X	Land Acquisitions - .51 acres	$100,000
39	Miami-Dade County Parks Department	Blue Lakes Park	10		Park improvements: design, project administration, flood remediation of existing parking lot and expansion of same using previous pavers	$140,600
40	Miami-Dade County Parks Department	Goulds Park	9		Park improvements: Park irrigation upgrade	$236,000
41	Miami-Dade County Parks Department	Hammocks Community Park Playground	11		New playground: new construction to replace existing playground	$96,000
42	Miami-Dade County Parks Department	Haulover Park Dog Park	4		Construction of a 5.81 acre regional dog park: general conditions, road demolition, fencing, concrete walkways, amenities (shade structure, pet comfort station, people/dog water fountain), rules and information signs, water service to the site, restriping existing parking lot, landscaping, FF&E 12 benches, 17 picnic tables, 10 trash cans, dog play equipment, and 1 pooper scooper station	$237,700
43	Miami-Dade County Parks Department	Lago Mar Park Playground	11		Playground: design and project administration, new construction to replace existing playground	$96,000
44	Miami-Dade County Parks Department	Lakes By the Bay Park	8		Park development: design and project administration, irrigation and turf for two baseball fields, irrigation and turf for one soccer field, access control on the south and east sides of the park, one park entrance sign	$326,600
45	Miami-Dade County Parks Department	Little River Park	2		Park improvements: Concrete walkway around the park	$100,000
46	Miami-Dade County Parks Department	McMillan Park	10		Playground and walkways: design and project administration, new construction to replace existing playground, new lighted concrete walkway to ball fields	$191,600
47	Miami-Dade County Parks Department	Miller Pond Park	11		Park shelters: design and project administration two prefabricated picnic shelters 80'x30' with standing seam metal roof and utilities	$155,000
48	Miami-Dade County Parks Department	Naranja Park	8		Playground: design and project administration, new construction to replace and relocate existing playground with connection concrete walkway	$110,600
49	Miami-Dade County Parks Department	North Shoreacrest Neighborhood	3	X	Land Acquisitions - Northcrest property and Military Trail property	$425,000

50	Miami-Dade County Parks Department	Ruben Dario Park	10		Park shelter: design and project administration, one 36' x 36' square prefabricated shelter with standing seam metal roof	$72,600
51	Miami-Dade County Parks Department	Sierra Park	1		Park improvements: design and project administration, new playground with shade elements, walkway replacement and extension to complete loop around the park, fill, regarded and resod entire park, replace irrigation system, underground electrical conduits for the future lighting of walkway, FF&E 8 benches	$273,100
52	Miami-Dade County Parks Department	Spanish Lake Park	13		Park rain shelter and walkway lighting: design and project administration, one 30'x30' prefabricated picnic shelter with standing seam metal roof including walkway connector, lighting existing walkway and parking lot	$205,000
53	Miami-Dade County Parks Department	Sunkist Park	7		Park development: design and project administration, site preparation, concrete walkways around the park, one playground, signage, access control (wood fence) landscaping, FF&E 1 picnic table, 3 benches, 2 trash receptacles and 1 bike rack	$175,000
54	Miami-Dade County Parks Department	Trail Glades Rifle Range	12		Renovation to the rifle range: rifle range renovation, new shade structure, led reclamation, replace shooting positions, and restriping of beams	$460,000
55	Miami-Dade County Parks Department	Westwind Lakes Park	11		Park improvements: design and project administration, two sand volleyball courts 50' x 60' each	$45,000
56	Town of Bay Harbor Islands	Community Center	4		Interior build-out of community center: drywall installation and painting, flooring, bathroom plumbing and fixtures, kitchen plumbing and fixtures	$1,000,000
57	Town of Bay Harbor Islands	92 Street Park	4		Park development: solar powered lights (6), dog play equipment and splash zone, art sculpture	$53,000
58	Town of Bay Harbor Islands	96 Street Park			Park development: ADA compliant pathway	$50,000
59	Town of Cutler Bay	Priority 1 - Bel Aire Park	8		Park improvements: field construction, field lighting relocation, irrigation system, scoreboard, playground, bleachers, fencing, FF&E art in-public places	$179,400
60	Town of Cutler Bay	Priority 2 - Sage Lake Park	8		Park improvements: design and project administration, field construction, picnic pavilion, walkway/vita course, irrigation system, utility connections, landscaping, FF&E picnic tables, trash receptacles, art in-public-places	$113,200
61	Town of Miami Lakes	Royal Oaks Park	13		Park improvements: 8 soccer fields, handicap accessible playground(same scope of 2004)	$200,000
62	Town of Miami Lakes	Miami Lakes Park	13		Park improvements: renovate tennis courts, renovate basketball courts(same scope of 2004)	$46,100
63	Town of Miami Lakes	Sevilla Estates Park	13		Park development: playground, picnic shelter/pavilion, 4 seat swing set, fishing pier/observation area, sport court, fencing, sidewalks, irrigation, landscaping	$100,000
64	Village of Biscayne Park	Ed Burke Park	4		Park improvements: planning and design, purchase 40' X 80' shade structure over tot lot, concession room, knock large window-sized hole in wall, install counter, sliding glass serving window, outside concrete pad and canopy, ADA sidewalk, re-roof recreation center bldg. 3 toilets, 3 sinks, new counter, handicapped assistance bars, wall mounted hand driers and seat towel dispensers, energy efficient lighting, paint, 6 large shade trees	$65,000
65	Village of Palmetto Bay	Coral Reef Park	7		Park improvements: canvas (for exterior terrace), life trail system, mosquito misting system	$326,000

66	Village of Palmetto Bay	Thalatta Park	7		Park renovations: carriage house renovation and new patio (pre-agreement), mixed-use nonmotorized trail-approx 2,00 linear ft., mosquito misting system (includes installation), gazebo (20'round; includes foundation, water and power), landscaping; FF&E tables and chairs; light fixtures (4 exterior posts)	$355,500
67	Village of Pinecrest	Pinecrest Gardens	7		Botanical improvements: re-sodding of green meadow, removal of invasive weeds and clearing, planting of native plants and orchids/bromeliads on trees	$16,000
68	Village of Pinecrest	Pinecrest Gardens	7		Cypress Hall Renovations: design, electrical, construction, flooring and fixtures, bathroom	$600,000
69	Village of Pinecrest	Pinecrest Gardens	7		Hammock Pavilion renovations: design, demolition, structural improvements, seating improvements, paint and limestone application	$30,000
70	Village of Pinecrest	Pinecrest Gardens	7		Lighting: design, light installation	$50,000
71	Village of Pinecrest	Pinecrest Gardens	7		Original Entrance Restroom: design, demolition and clearing, electrical and plumbing, bathroom construction	$50,000
72	Village of Pinecrest	Pinecrest Gardens	7		Plant identification signs: design, manufacture and installation of signs	$20,000
73	Village of Virginia Gardens	Virginia Gardens Park	12		Park renovations: project administration, canopy shade structures, repair of bermuda sod in recreation sports field	$26,000
74	Virginia Key Beach Park Trust	Virginia Key Beach Park	2		Enhancement project: planning, design, project administration, pre-agreement soft costs, site prep - ground work, installation - playground, FF&E 1 kid station with roof playground, 1 playtime junction, 1 drum circle, 1 theater station, 6 toddler spring play animals plus mounts, 1 custom playground sign, 12 park benches, 10 picnic tables, 2 picnic tables (handicapped), message center signage, freight (shipping/handling)	$49,473
						$21,343,072

Attachment 3

Memorandum

MIAMI-DADE COUNTY

Date: October 16, 2007

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

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

From: George M. Burgess
County Manager

Subject: Cuban Memorial Monument Grant Agreement
R-1170-07

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

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

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

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

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

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

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

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

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

Attachments

Alex Muñoz
Assistant County Manager

MEMORANDUM
(Revised)

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

DATE: October 16, 2007

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

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

Please note any items checked.

_____	"4-Day Rule" ("3-Day Rule" for committees) applicable if raised
_____	6 weeks required between first reading and public hearing
_____	4 weeks notification to municipal officials required prior to public hearing
_____	Decreases revenues or increases expenditures without balancing budget
_____	Budget required
_____	Statement of fiscal impact required
✓	Bid waiver requiring County Manager's written recommendation
_____	Ordinance creating a new board requires detailed County Manager's report for public hearing
_____	Housekeeping item (no policy decision required)
_____	No committee review

3/16

Approved _____ Mayor
Veto _____
Override _____

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

RESOLUTION NO. 1170-07

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

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

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

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

4 17

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

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

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

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

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

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

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

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 16th day of October, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

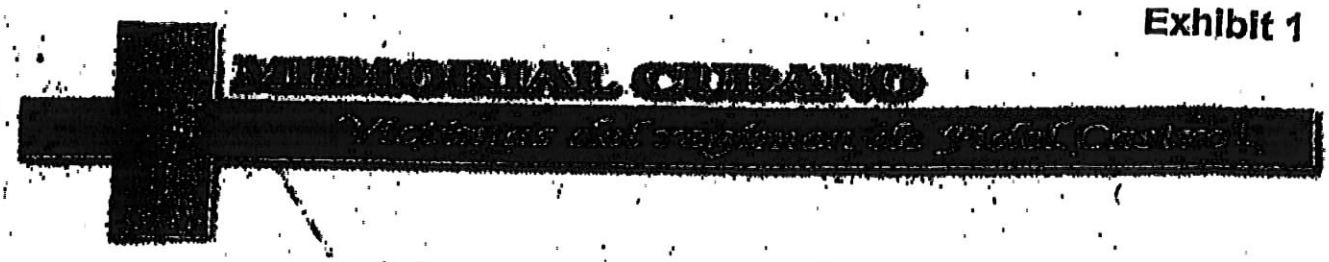
HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

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

Diamela Del Castillo

Exhibit 1



March 29, 2006

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

Re: El Memorial Cubano

Dear Ms. Rodriguez:

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

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

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

Sincerely,

Renato Gomez
for the Cuban Memorial Organizing Committee

Francisco Garcia
for the Cuban Memorial Organizing Committee

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

www.MemorialCubano.org

Memorandum

MIAMI-DADE COUNTY

Exhibit 2

Date: January 19, 2006

To: Ivan Rodriguez, Director
Art in Public Places

From: Vivian Donnell Rodriguez, Director
Park and Recreation Department

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

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

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

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

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

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

Attachments

VDR:rk

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

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

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

See Attachment

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

See Attachment

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

See Attachment

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

See Attachment

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

See Attachment

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

See Attachment

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

See Attachment

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

Acceptance X

Rejection _____

Date: 2/16/06 Signed _____

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

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Attachment to Application for Art in Public Places

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

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

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

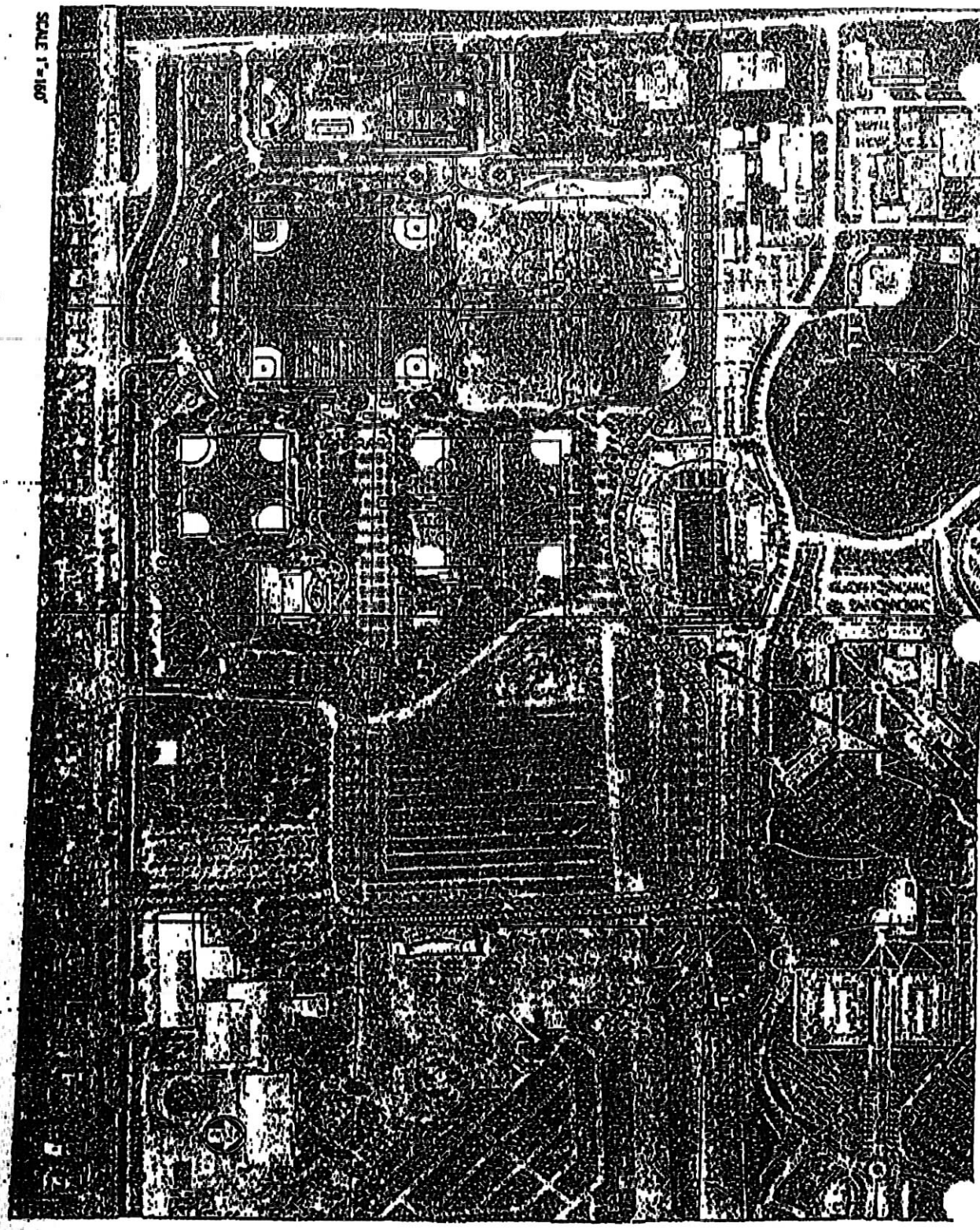
4. Impact on Effectiveness of Service Delivery
The memorial is located so that it will not interfere with or have any adverse impact on the service delivery at Tamiami Park.

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

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

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

GOLDEN
PANTHERS
GOLDEN
PANTHERS



TAMIAMI PARK
GENERAL PLAN

Miami-Dade County
Park and Recreation Department

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Administrative Order

MIAMI-DADE

Administrative Order No.: 1-3
Title: Gifts to the County
Ordered: 3/17/1992 Effective: 3/27/1992

AUTHORITY:

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

SUPERSEDES:

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

POLICY:

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

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

CASH GIFTS:

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

POLICY STATEMENT:

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

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

DENIAL OF REQUEST:

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

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

EXCLUSION:

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

ART AND ARCHITECTURAL OBJECTS:

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

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

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

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

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

ACKNOWLEDGMENT OF OFFERS:

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

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

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

EXHIBIT 3

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

THIS AGREEMENT made on this _____ day of _____ 2007, by and between MIAMI-DADE COUNTY, hereinafter referred to as the "COUNTY", a political subdivision of the State of Florida, by and through its PARK & RECREATION DEPARTMENT hereinafter referred to as the "DEPARTMENT" and MEMORIAL CUBANO, INC., a Florida non-profit membership organization, hereinafter referred to as "MEMORIAL CUBANO."

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

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

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

WHEREAS, the DEPARTMENT has $200,000.00 of financing proceeds; and

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

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

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

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

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

ARTICLE 1. RECITALS.

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

ARTICLE 2. SCOPE OF SERVICES.

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

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

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

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

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

ARTICLE 3. TERM.

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

ARTICLE 4. AMOUNT PAYABLE.

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

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

ARTICLE 5. PAYMENT.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6. PROHIBITED USE OF FUNDS.

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

ARTICLE 7. INSURANCE AND INDEMNIFICATION.

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

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

(b) Public Liability Insurance on a comprehensive basis in an amount not less than $300,000 combined single limit for bodily injury and property

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

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

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

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

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

ARTICLE 8. PAYMENT AND PERFORMANCE BOND.

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

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

ARTICLE 9. REMOVAL OF CONSTRUCTION DEBRIS.

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

ARTICLE 10. NOTICE TO PROCEED CONSTRUCTION.

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

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

ARTICLE 11. DESIGN AND CONSTRUCTION STAGE.

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

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

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

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

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

ARTICLE 12. DOCUMENTS.

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

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

ARTICLE 13. RIGHT OF ENTRY.

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

ARTICLE 14. SIGNAGE AND PLAQUES.

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

ARTICLE 15. OWNERSHIP AND INVENTORY.

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

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

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

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

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

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

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

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

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

ARTICLE 17. INSPECTOR GENERAL.

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

17.2 The Miami-Dade COUNTY Inspector General is authorized and empowered to review past, present and proposed COUNTY and Public Health programs, contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, bid/proposal submittals, activities of the MEMORIAL CUBANO, its officers, agents and employees, lobbyists, COUNTY staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

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

involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

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

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

ARTICLE 18. NOTICES:

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

To Park and Recreation Department:

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

With copies to;

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

To MEMORIAL CUBANO:

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

ARTICLE 19. AUTONOMY.

Both parties agree that this Agreement recognizes the autonomy of, and stipulates or implies no affiliation between, the contracting parties. It is expressly understood and intended that the MEMORIAL CUBANO is only a recipient of funding support and not an instrumentality of the COUNTY. Furthermore, the MEMORIAL CUBANO agents and employees are not agents or employees of the COUNTY as a result of this Agreement.

ARTICLE 20. MISCELLANEOUS.

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

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

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

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

20.5 This Agreement, with its attachments as referenced below, contains all the terms and conditions agreed upon by the parties. This Agreement may be amended upon the written approval of the President of the MEMORIAL CUBANO and a resolution passed by the Board of County Commissioners (BOARD). The County

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

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

ARTICLE 21. PROOF OF LICENSURE AND CERTIFICATION.

21.1 If the MEMORIAL CUBANO is required by the State of Florida or Miami-Dade County to be licensed or certified to provide the services outlined in the Scope of Services (Attachment A), the MEMORIAL CUBANO shall furnish a copy of all required current licenses or certificates. Examples of services or operations requiring such licensure or certification include, but are not limited to: construction trades and professional architecture and engineering services. However, it is understood that the scope of services outlined in "Attachment A" are to be provided by entities other than the MEMORIAL CUBANO itself.

21.2 If the MEMORIAL CUBANO fails to furnish the COUNTY with the licenses or certificates required under this Section, the COUNTY shall not disburse any funds until it is provided with such licenses or certificates. Failure to provide the licenses or certificates within sixty (60) days of execution of this Agreement may result in termination of Agreement.

ARTICLE 22. CONFLICT OF INTEREST.

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

ARTICLE 23. BREACH OF AGREEMENT: COUNTY REMEDIES.

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

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

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

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

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

(e) the MEMORIAL CUBANO fails to submit, or submits incorrect or incomplete, proof of expenditures to support disbursement requests or advance funding disbursements or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports;

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

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

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

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

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

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

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

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

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

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

Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

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

(a) The COUNTY may terminate this agreement by giving written notice to the MEMORIAL CUBANO of such termination and specifying the effective date thereof at least five (5) days before the effective date of termination. In the event of termination, the COUNTY may avail itself of any or all of the following remedies: (1) request the return of all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared, and capital equipment secured by the MEMORIAL CUBANO with COUNTY funds under this Agreement; (2) seek reimbursement of COUNTY funds allocated to the MEMORIAL CUBANO under this Agreement that are not spent or encumbered; (3) terminate or cancel any other contracts entered into between the COUNTY and the MEMORIAL CUBANO. The MEMORIAL CUBANO shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees.

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

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

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

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

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

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

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

(SEAL)

ATTEST: MEMORIAL CUBANO, Inc.

By: _____ 6/12/07.
(Signature of President or Vice-President) Date

By: _____ 6/12/07
(Signature of Secretary or Treasurer) Date

EMILIO F. Solernou Jr.
Type or Print Name

WITNESS:

By: _____ 6/12/07
(Signature of Witness) Date

SILVIA M GARCIA
Type or Print Name

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

By: _____ _____
Carlos A. Alvarez Date
County Mayor

By: _____ _____
Deputy Clerk Date

Approved as to form
and legal sufficiency. _____
County Attorney

Attachment 4

2009 Safe Neighborhood Parks Discretionary Funding Recommendations

As Amended at the Recreation, Culture and Tourism Committee on November 10, 2009

Applicant/Grantee	Project Description	CD	Amount
City of North Miami	Pepper Park	1	$161,370
City of Opa Locka	Sherbondy Park	1	293,400
City of Miami Gardens	Miami Gardens Community Center	2	500,000
City of Miami/Virginia Key Beach Park Trust	Virginia Key Beach Park	[[2]] >>7<<	49,473
Miami-Dade County Park	Little River Park	2	100,000
City of North Bay Village	West Drive Community Park	4	300,000
City of North Miami Beach	Mishcon Park	4	183,375
City of Sunny Isles Beach	Bella Vista Bay Park	4	200,000
City of Sunny Isles Beach	Golden Shores Park	4	*111,450
Town of Bay Harbor Islands	92 Street Park	4	53,000
Town of Bay Harbor Islands	98 Street Park	4	50,000
Village of Biscayne Park	Ed Burke Park	4	55,000
City of Miami Beach	Lummus Park	5	147,335
City of Miami Beach	Bandshell Park	5	150,000
City of Miami Springs	Community Center	6	41,833
>>Miami Dade County	AD Barnes Park	6	201,700<<
City of Coral Gables	Alhambra Park - Land Acquisition	7	220,050
City of Miami	1814 Brickell Avenue Park	7	[[~~183,375~~]] >>327,775<<
City of South Miami	Dison Park	7	60,000
City of South Miami	Murray Park Aquatic Center Pool	7	220,050
Miami-Dade County Park	Sunkist Park	7	175,000
Village of Pinecrest	Pinecrest Gardens	7	16,000
Village of Pinecrest	Pinecrest Gardens	7	30,000
Village of Pinecrest	Pinecrest Gardens	7	50,000
Village of Pinecrest	Pinecrest Gardens	7	*75,000
Village of Pinecrest	Pinecrest Gardens	7	20,000
City of Homestead	Harris Yield Youth Sports Grounds and Skate Park	8	100,000
Town of Cutler Bay	Bel Air Park	8	179,400
Town of Cutler Bay	Saga Lake Park	8	113,200
Village of Palmetto Bay	Coral Reef Park	8	119,561
Village of Palmetto Bay	Thalatta Park	8	200,000
Miami-Dade County	Naranja Park	9	110,500
Miami-Dade County	Blue Lakes Park	10	140,600
Miami-Dade County	McMillan Park	10	191,600
Miami-Dade County	Ruben Dario Park	10	72,800
Memorial Cubano Inc./Miami-Dade County	Tamiami Park	11	200,000

* correct amount

Applicant/Grantee	Project Description	CD	Amount
Miami-Dade County	Hammocks Community Park	11	96,000
Miami-Dade County	Lago Mar Park	11	96,000
Miami-Dade County	Miller's Pond Park	11	155,000

2009 Safe Neighborhood Parks Discretionary Funding Recommendations

Miami-Dade County	Westwind Lakes Park	11	45,000
The Colombian American Coalition of Florida	West Wind Lakes Park	11	*33,045
City of Doral	Doral Meadow Park	12	40,000
City of Doral	11201 NW 50 Street - Bikeway	12	100,000
City of Doral	Doral Academy Charter High School, Doral Meadow Park and Morgan Levey	12	50,000
City of Doral	Doral Meadow Park and Morgan Levy Park	12	50,000
City of Hialeah Gardens	Westland Gardens Park	12	137,791
City of Sweetwater	Sweetwater Park	12	53,700
Village of Virginia Gardens	Village Recreation/Intermodal	12	25,000
Total Recommended Awards and SNP Funds Available			**[[~~$5,754,908~~]] >>6,101,008<<**

2009 Safe Neighborhood Parks Land Acquisition Funding Recommendations

Miami-Dade County	Ben Shavis Park - Land Acquisition	9	100,000
Total Recommended Awards and SNP Funds Available			**$100,000**

Total 2009 SNP Discretionary and Land Acquisition Funding Recommendations

[[~~$5,854,908~~]]

>>6,201,008<<

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

Legislative Notes

Agenda Item: 9(A)7

File Number: 093081

Committee(s) of Reference: Board of County Commissioners

Date of Analysis: November 18, 2009

Type of Item: Resolution

Summary

This resolution allocates the amount of $6,201,008 in Safe Neighborhood Parks (SNP) Discretionary funding to the specific entities for specific park projects.

On November 10, 2009, members of the Recreation, Culture and Tourism Committee (RCTC) approved the County Manager's recommendation to not include a Safe Neighborhood Parks funding award to the Town of Miami Lakes (Town) in the amount of $346,100 because the Town owes the County approximately $600,000 in Quality Neighborhoods Improvement Program (QNIP) debt service payments. Additionally, the $346,100 is recommended to be used for other Safe Neighborhood Park Projects included in the SNP0809 RFP applications list reviewed by the SNP Citizens Oversight Committee (COC). Furthermore, should the Town resolve its debt payment issue with Miami-Dade County a recommendation will be made to the SNP COC to support the Town's application for any remaining SNP funds.

Projects recommended for the $346,100 are as follows:

Project #	Applicant	Park Name	Scope of Work	Amount Requested	November 10, 2009 RCTC Recommended amount
11	City of Miami	1814 Brickell Avenue Park	Land Acquisition 35,000 SF	$500,000*	$144,400
37	Miami-Dade County	A.D. Barnes Park	Park improvements, planning and design, project administration, concrete walkway along the perimeter of the park, lights to existing walkway	$201,700	$201,700

Background and Relevant Legislation

The Safe Neighborhood Parks Citizen's Oversight Committee (SNPCOC) has awarded $200 million from Bond proceeds, plus an additional $11.4 million in Bond interest earnings and recaptured funds to more than 40 municipalities, not-for-profit agencies and Miami-Dade County (R-1-99).

On May 14, 2009, the SNPCOC set the following timetable for RFP SNP0809 as follows:

June 15, 2009	RFP Available
June 25, 2009	Pre-proposal Conference
July 20, 2009	Application Deadline to the Clerk of the Board
August 13, 2009	SNPCOC Review Applications
August 20, 2009	Present SNPCOC Recommendations to the Manager
October 2009	Recreation, Culture & Tourism Committee
November 2009	Board of County Commissioners

On June 9, 2009, the County Manager issued a memo informing the Board of County Commissioners that the Office of Capital Improvements will be advertising a Request for Proposals (RFP) SNP0809 on June 12, 2009 which will provide $6 million (interest earnings) in funding for land acquisitions and capital development of public parks.

According to PRD, over seventy (70) applications were received for the above-mentioned RFP submitted by municipalities, not-for-profits and Miami-Dade County totaling $21,342,972.
Of the seventy (70) applications, only forty-eight (48) applications are being recommended for SNP funding (48 applications recommended for SNP Discretionary and 1 for SNP Land Acquisition).

Of the forty-eight (48) grant applications being recommended, eleven (11) projects come from the Parks and Recreation Department (valued at $1,282,500).

The eleven grant applications approved by SNPCOC (SNP0809) are as follows:

District	Project	SNP Request	Total Project Cost	Matching Funds	SNP Funding Recommendations
2	Little River Park	$100,000	$200,000	CDBG	$100,000
7	Sunkist Park	$175,000	$350,000	QNIP	$175,000
9	Ben Shavis Park	$100,000	$200,000	CDBG	$100,000
9	Naranja Park	$110,500	$221,000	QNIP	$110,500
10	Ruben Darlo Park	$72,800	$145,600	GOB	$72,800
10	McMillian Park	$191,600	$383,200	GOB	$191,600
10	Blue Lakes Park	$140,600	$281,200	QNIP	$140,600
11	Millers Pond Park	$155,000	$310,000	QNIP	$155,000
11	Westwind Lakes Park	$45,000	$90,000	QNIP	$45,000

11	Lago mar Park	$96,000	$192,000	QNIP	$96,000
11	Hammocks Community Park	$96,000	$192,000	QNIP	$96,000

Budgetary Impact

Questions

The following questions and/or requests were posed to the Office of Capital Improvements and responses were not received at the time of printing.

- What is the status of the remaining projects left in the SNP program and the amount of unallocated funds currently available;
- What is the amount of funds remaining in the SNP program;
- Original amount of SNP Discretionary funds and its balance if this item is approved?
- Original amount of SNP Land Acquisition funds and its balance if this item is approved?

The original amount requested by the City of Miami for 1814 Brickell Avenue Park was $500,000 and only $144,400 is being recommended for award by the RCTC Committee, where are the remaining funds coming from to pay for the land acquisition?

What is the Town of Miami Lakes' guarantee that any remaining SNP funds will be available for its park projects should the Town resolve its debt issues with Miami-Dade County?

Prepared By: Mia B. Marin