RESOLUTION NO. 08-26

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO GRANTS; APPROVING THE 2004 SAFE NEIGHBORHOOD PARKS BOUNDLESS AGREEMENT WITH MIAMI-DADE COUNTY; AUTHORIZING THE MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE VILLAGE; ACCEPTING THE GRANT AWARD IN THE AMOUNT OF $180,000; PROVIDING FOR A MATCH IN THE AMOUNT OF $180,000. EQUAL TO THE AMOUNT AWARDED FROM THE SAFE NEIGHBORHOOD PARKS BOND PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village previously applied for a grant from the Miami-Dade County SNP Bond program;and

WHEREAS, the Village has been awarded an amount of $180,000 for the construction of the boundless playground/picnic pavillions; and

WHEREAS, the village, as a condition of this award, agrees to provide matching funds for the project, in the amount of $180,000; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. The Village Council hereby accepts and approves the grant award in the amount of $180,000 for the construction of the boundless playground/picnic pavillions.

Section 2. The Village Council hereby approves the grant agreement between Miami-Dade County SNP and the Village of Palmetto Bay, included as Exhibit 1.

Section 3. The Village Manager is authorized to execute the grant agreement and provide for a match in the amount of $180,000. on behalf of the Village of Palmetto Bay.

Section 4. This resolution shall take effect immediately upon approval.

PASSED and ADOPTED this [7th] day of April, 2008.

Attest:

Meighan Rader
Village Clerk

Eugene P. Flinn, Jr.
Mayor

APPROVED AS TO FORM:

Eve A. Boutsis,
Nagin Gallop Figueredo, P.A.
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Ed Feller	YES
Council Member Paul Neidhart	YES
Council Member Shelley Stanczyk	YES
Vice-Mayor Linda Robinson	YES
Mayor Eugene P. Flinn, Jr.	YES

Exhibit 1

MIAMI-DADE COUNTY

Capital Improvements
111 NW 1st Street • Suite 2130
Miami, Florida 33128-1926
T 305-375-2724 F 305-372-6130

miamidade.gov

arlos Alvarez, Mayor

March 10, 2008

Ana Garcia
Parks Director
Village of Palmetto Bay
8950 SW 152 Street
Palmetto Bay, FL 33161

Dear Ms. Garcia:

Attached are three (3) copies of the contract for the 2007 Discretionary Funds and Pre-Agreement Land Acquisition Program, as approved by the Safe Neighborhood Park Citizens' Oversight Committee.

Please complete the following on all copies of these documents:

- **Grantee's Representative page 7 of 16**
- **Signature/Attest/Seal page 7 & 8 of 16**
- **Miami-Dade County Affidavits (Attachment 1)**
- **Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes (Attachment 2)**

Please do not complete the "entered into this _____ day of _____, 200___." The County will complete this section when it signs the document.

When executed, please return all three (3) copies to this office for further processing.

Thank you for your assistance. Please do not hesitate to call me at 305-375-2660 if you have questions or require additional information.

Sincerely,

Marcia Martin
Special Projects Administrator 1

Attachments

C: Johnny Martinez, P.E., Director, Office of Capital Improvements
George Navarrete, Chief, GOB Project Scheduling & Compliance, OCI
Hilda Cuglievan, OCI

SAFE NEIGHBORHOOD PARKS BOND PROGRAM
2007 DISCRETIONARY & PRE-AGREEMENT LAND ACQUISITION FUNDS AGREEMENT

This Agreement, made this_____ day of _____ , 200__ , by and between Miami-Dade County, a political subdivision of the State of Florida (County) through its Office of Capital Improvements (Safe Neighborhood Parks Bond Program) (Office), located at 111 N.W. 1 Street, Suite 2130, Miami, FL 33128, and Village of Palmetto Bay (Grantee) having offices at 8950 S.W. 152 Street, Palmetto Bay, Florida 33157 states conditions and covenants for the rendering of Safe Neighborhood Parks Bond (Project(s)) for the County.

WHEREAS, the citizens of Miami-Dade County have authorized the issuance of general obligation bonds for the purpose of financing capital improvement programs for certain parks, beaches, natural areas and recreation facilities; and

WHEREAS, to implement and give effect to the bond program, Miami-Dade County, Florida enacted Ordinance 96-115, the Safe Neighborhood Parks Ordinance; and

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

WHEREAS, in order to foster those important values, the project(s) listed herein have been identified for reimbursement pursuant to the terms of the Ordinance;

NOW, THEREFORE, the parties agree as follows:

I. SCOPE OF SERVICE & BUDGET SUMMARY. The Grantee agrees to render services in accordance with the Brief Grant Summary statement incorporated, and that all expenditures or costs shall be made in accordance with the Budget(s) which is incorporated and attached as Exhibit(s). (See Section XVII H).

II. ADMINISTRATIVE RULES & BOND ORDINANCE. The Grantee agrees to abide by and be governed by the Administrative Rules for Specified Project Grants, Per Capita Allocation Grants, Challenge Grants, and Interest Earnings and the Bond Ordinance, copies of which have been provided the Grantee by the Office and are herein incorporated by reference. Without limiting the generality of the preceding sentence, the Grantee agrees to: Payment Procedures (Ord., Sec.6 & Rules, 9B); Breach of Agreement (Rules, 9B(6) & 10F); Termination (Rules, 10F); Prohibited Use of Funds (Rules, 9D4); Required Documentation (Rules, 10D & 11); Operating Funds (Ord., Sec. 5(b)(1)); Completion of Project and Supplemental Funding (Rules, 9B(15) & (16)); and Audits (Ord., Sec. 13 & Rules, 10A).

III. EFFECTIVE TERM. Both parties agree that the effective term of this Agreement shall be from December 4, 2007 to December 31, 2008. Failure by the Grantee to complete the project by the aforementioned date, unless extended, shall be cause for the County to terminate this Agreement.

IV. AMOUNT PAYABLE. The maximum amount payable for the project(s) rendered under this Agreement, shall not exceed $ 180,000.00 unless otherwise amended. The Grantee agrees to post a match which will be subject to verification by the County at the time of payment reimbursement. Expenditure match must be verified at the time of the independent audit (Ord., Sec. 13 & Rules, 9 B (13)). Recipient agrees to provide matching funds for the project(s) in the amount of $180,000.00.

V. FUNDING COMMITMENT. In the event that the project(s) requires further funding, funding for subsequent years is conditioned upon appropriation by the Board of County Commissioners of Miami-Dade County, Florida, with no representation that funds will be forthcoming.

VI. FUNDING REGULATIONS.

A. Establishment of residency requirements, imposition of non-resident fees, or failure of the Grantee to comply with any other conditions established by the Safe Neighborhood Parks Citizens' Oversight Committee (Oversight Committee) shall be cause for the County to terminate this Agreement unless an exception is granted by the Oversight Committee.

B. Failure by Grantee to produce the dollar for dollar cash match, unless waived by the Safe Neighborhood Parks Grants Review Sub-Committee at their July 12, 2007 meeting, as originally pledged to the projects(s) by the Grantee shall result in a reduction in bond funds awarded under this Agreement, equal to the cash match shortfall, or termination of the Agreement by the County, at the option of the Oversight Committee.

VII. CONDITIONS OF AWARD.

A. Completed facility construction will have a permanent plaque, approved by the Oversight Committee, as to material, form, and content, affixed to the facility noting funding through the Safe Neighborhood Parks bond program.

B. All fencing funded with Safe Neighborhood Parks bond proceeds will comply with the current Florida Building Code specifications for such facilities.

C. Land acquired and/or facility development or improvement funded by this Agreement must be vested with a public agency.

D. Sec. 25B-25. Disbursement of funds.

(a) No funds authorized under Section 25B-22 may be disbursed to any recipient unless the recipient agrees:

(1) The grants for all programs in Section 25B-22 shall be made available at least once every twelve (12) months with public notice from the County.

(2) To maintain and operate in perpetuity the property acquired, developed, improved, rehabilitated or restored with the funds, except where leases are in effect. The recipient or its successors in interest in the property may transfer the responsibility to maintain and operate the property to another public agency or another not-for-profit organization in accordance with this section. This recipient agency must provide adequate programming for any new facilities constructed with proceeds of the bonds.

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

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

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

VIII. INDEMNIFICATION BY GRANTEE. Village of Palmetto Bay shall indemnify and hold harmless the County and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of action, or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Village of Palmetto Bay or its employees, agents, servants, partners, principals or subcontractors. Village of Palmetto Bay 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. Village of Palmetto Bay expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Village of Palmetto Bay 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

IX. INSURANCE.

Government Entity.

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

X. CIVIL RIGHTS. The Grantee agrees to abide by Chapter 11A, Article IV of the Code of Miami-Dade County ('County Code'), as amended, which prohibits discrimination in employment; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination in Employment Act, 29 U.S.C., Section 621 et seq., as amended, which prohibits discrimination in employment because of age; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C., Section 794, as amended, which prohibits discrimination on the basis of disability; and the Americans with Disabilities Act, 42 U.S.C., Section 12103 et seq., which prohibits discrimination in employment and accommodation because of disability.

It is expressly understood that upon receipt of evidence of discrimination under any of these laws, the County shall have the right to terminate this Agreement. It is further understood that the Grantee must submit an affidavit attesting that it is not in violation of the Americans with Disability Act, the Rehabilitation Act, the Federal Transit Act, 49 U.S.C. Section 1612, and the Fair Housing Act, 42 U.S.C. Section 3601 et seq. If the Grantee or any owner, subsidiary, or other firm affiliated with, or related to the Grantee, is found by the responsible enforcement agency, the Courts or the County to be in violation of these Acts, the County will conduct no further business with the Grantee. Any agreement entered into based upon a false affidavit shall be voidable by the County. If the Grantee violates any of the Acts during the term of any agreement the Grantee has with the County, such agreement shall be voidable by the County, even if the Grantee was not in violation at the time it submitted its affidavit.

XI. CONFLICT OF INTEREST. The Grantee agrees to abide by and be governed by Miami-Dade County Ordinance No. 72-82 (Conflict of Interest Ordinance codified at Section 2-11.1 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.

XII. INDEPENDENT PRIVATE-SECTOR INSPECTOR GENERAL. The County shall have the right, but not the obligation, to require the Grantee, at the Grantees own cost, to retain the services of an independent private-sector inspector general (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the Grantee and County in connection with this agreement. The scope of services performed by an IPSIG may include, but are not limited to, monitoring and investigating compliance with Agreement; project costs; and investigating and preventing corruption and fraud.

The IPSIG may perform its services at all levels of the contracting and procurement process

including but not limited to project design, establishment of bid specifications; bid submittals, activities of Grantee, its officers, agents and employees, lobbyists, county staff and elected officials.

Upon ten (10) days written notice to Grantee from an IPSIG, the Grantee shall make all requested records and documents available to the IPSIG for inspection and copying. The IPSIG shall have the right to examine all documents and records in the Grantee's possession, custody or control which in the IPSIG's sole judgment pertain to performance of the Agreement, including but not limited to original estimate files, bid and change order estimates, worksheets, proposals and agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and agreement documents, back-charge document, 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.

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

Nothing in this Agreement shall impair any independent right of the County to conduct an audit or investigate activities. The provisions of this section are not intended nor shall they be construed to impose any liability on the County by Grantee or third parties.

XIII. OFFICE OF THE MIAMI-DADE INSPECTOR GENERAL. Pursuant to Ordinance No. 97-215, the Office of the Miami-Dade County Inspector General (IG) shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions. The IG shall have the power to report and/or recommend to the Board of County Commissioners whether a particular project, program, agreement or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The IG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

Upon ten (10) days written notice to Grantee from IG, the Grantee shall make all requested records and documents available to the IG for inspection and copying.

The IG shall have the power to retain and coordinate the services of an IPSIG who may be engaged to perform said mandatory random audits, as well as audit, investigate, monitor, oversee, inspect and review the operations, activities and performance and procurement process including but not limited to project design, establishment of bid specifications; bid submittals, activities, of Grantee, its officers, agents and employees, lobbyists, county staff and elected officials in order to ensure compliance with agreement specifications and detect corruption and fraud. This mandatory random audit is separate and distinct from any other audit by the County of any audit performed under Section XI "Independent Private-Sector Inspector General".

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

Nothing in this Agreement shall impair any independent right of the County to conduct audit or investigate activities. The provisions of this section are not intended nor shall they be construed to impose any liability on the County by Grantee or third parties.

XIV. NOTICES. It is understood and agreed between the parties that written notice addressed to the Office and mailed (certified/return receipt) or delivered to the address appearing on page one (1) of the Agreement and written notice addressed to the Grantee and mailed (certified/return receipt) of delivered to the address appearing on page one(1) of this Agreement shall constitute sufficient notice to either party.

XV. 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 Grantee is only a recipient of funding support and is not an agent or instrumentality of the County. Furthermore, the Grantee's agents and employees are not agents or employees of the County.

XVI. TERMINATION. If the Grantee shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or shall violate any of the covenants, agreements, stipulations, representations or warranties herein, the County shall have the right to terminate this Agreement by giving at least ten (10) days prior written notice to the Grantee (Rules, 10F).

XVII. MISCELLANEOUS.

A. Governing Law. The Grantee agrees to comply with all applicable federal, state and county laws, rules and regulations, which are incorporated by reference or fully set forth. This Agreement is made in the State of Florida and shall be governed according to the laws of the State of Florida. Proper venue for this Agreement shall be Miami-Dade County, Florida.

B. Modifications. Any alterations, variations, modifications, extensions or waivers of provisions of this Agreement including but not limited to amount payable and effective term shall only be valid when they have been reduced to writing, duly approved and signed by both parties and attached to the original of this Agreement. The County Manager, upon concurrence of the Safe Neighborhood Parks Oversight Committee shall have the authority to modify or amend this agreement.

C. Counterpart. This Agreement is signed in 3 . counterparts, and each counterpart shall constitute an original of this Agreement.

D. Headings, Use of Singular and Gender. Paragraph headings are for convenience

only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement. Wherever used herein, the singular shall include the plural and the plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires.

E. Agreement Contact. The County's representative for this agreement is Marcia Martin, Office of Capital Improvements. The Grantee's representative for this agreement is _____(Name and Title).

F. Fringe Benefits. In the event that a percentage of actual salary will be utilized as the method to claim eligible fringe benefit costs pursuant to Section 10 (D) (2) (c) of the Rules, such percentage shall not exceed _____ %. This percentage shall be demonstrated to the reasonable satisfaction of the County. Documentation in support of this percentage shall be submitted to the Office for approval contemporaneously with the execution of this Agreement.

G. Subcontracts. Any subcontracts written under the provisions of the Ordinance (Sections 5 (b) (5) and 8 (c)) require prior review and written approval of the County.

H. Totality of Agreement / Severability of Provisions. This 16 page Agreement with its recitals on the first page of the agreement and with its attachments as referenced below contain all the terms and conditions agreed upon by the parties:

Attachment 1 and 2: Miami-Dade County Affidavits

Exhibit(s) 1: Approved Project(s) and Budget(s)

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.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seal the day and year first above written.

VILLAGE OF PALMETTO BAY
A municipal corporation in the
State of Florida

Palmetto Bay Executive Officer

VILLAGE MANAGER
Title

Name (Typed)

ATTEST:

By: _____
Name/Title

_____
(Corporate Seal)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

MIAMI-DADE COUNTY
a political subdivision of the
State of Florida

_____
Assistant County Attorney

_____
George M. Burgess, County Manager

ATTEST:

Harvey Ruvin, Clerk

By: _____
Deputy Clerk

MIAMI-DADE COUNTY AFFIDAVITS

The contracting individual or entity (governmental or otherwise) shall indicate by an "X" all affidavits that pertain to this contract and shall indicate by an "N/A" all affidavits that do not pertain to this contract. All blank spaces must be filled.

The MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT; MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT; MIAMI-DADE CRIMINAL RECORD AFFIDAVIT; DISABILITY NONDISCRIMINATION AFFIDAVIT; and the PROJECT FRESH START AFFIDAVIT shall not pertain to contracts with the United States or any of its departments or agencies thereof, the State or any political subdivision or agency thereof or any municipality of this State. The MIAMI-DADE FAMILY LEAVE AFFIDAVIT shall not pertain to contracts with the United States or any of its departments or agencies or the State of Florida or any political subdivision or agency thereof; it shall, however, pertain to municipalities of the State of Florida. All other contracting entities or individuals shall read carefully each affidavit to determine whether or not it pertains to this contract and initial to the left of the statement, if applicable; or "N/A" if not applicable; and/or provide the information requested.

I, _____, being first duly sworn state:
Affiant

The full legal name and business address of the person(s) or entity contracting or transacting business with Miami-Dade County are (Post Office addresses are not acceptable):

_____
Federal Employer Identification Number (If none, Social Security)

_____
Name of Entity, Individual(s), Partners, or Corporation

_____
Doing Business As (if same as above, leave blank)

_____
Street Address City State Zip Code

___ I. MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT (Sec. 2-8.1 of the County Code)

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a partnership, the foregoing information shall be provided for each partner. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. The foregoing requirements shall not pertain to contracts with publicly traded corporations or to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State. All such names and addresses are (Post Office addresses are not acceptable):

Full Legal Name	Address	Ownership
		%
		%
		%

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable beneficial or otherwise) in the contract or business transaction with Dade County are (Post Office addresses are not acceptable):

3. Any person who willfully fails to disclose the information required herein, or who knowingly discloses false information in this regard, shall be punished by a fine of up to five hundred dollars ($500.00) or imprisonment in the County jail for up to sixty (60) days or both.

__ II. MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT (County Ordinance No. 90-133, Amending sec. 2.8-1; Subsection (d)(2) of the County Code).

Except where precluded by federal or State laws or regulations, each contract or business transaction or renewal thereof which involves the expenditure of ten thousand dollars ($10,000) or more shall require the entity contracting or transacting business to disclose the following information. The foregoing disclosure requirements do not apply to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State.

1. Does your firm have a collective bargaining agreement with its employees?
___ Yes ___ No

2. Does your firm provide paid health care benefits for its employees?
___ Yes ___ No

3. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

White:	____ Males ____ Females	Asian:	____ Males ____ Females
Black:	____ Males ____ Females	American Indian:	____ Males ____ Females
Hispanics:	____ Males ____ Females	Aleut (Eskimo):	____ Males ____ Females
_____:	___ Males ____ Females:	_____:	____ Males ____ Females

__III. AFFIRMATIVE ACTION/NONDISCRIMINATION OF EMPLOYMENT, PROMOTION AND PROCUREMENT PRACTICES (County Ordinance 98-30 codified at 2-8.1.5 of the County Code.)

In accordance with County Ordinance No. 98-30, entities with annual gross revenues in excess of $5,000,000 seeking to contract with the County shall, as a condition of receiving a County contract, have: i) a written affirmative action plan which sets forth the procedures the entity utilizes to assure that it does not discriminate in its employment and promotion practices; and ii) a written procurement policy which sets forth the procedures the entity utilizes to assure that it does not discriminate against minority and women-owned businesses in its own procurement of goods, supplies and services. Such affirmative action plans and procurement policies shall provide for periodic review to determine their effectiveness in assuring the entity does not discriminate in its employment, promotion and procurement practices. The foregoing notwithstanding, corporate entities whose boards of directors are representative of the population make-up of the nation shall be presumed to have non-discriminatory employment and procurement policies, and shall not be required to have written affirmative action plans and procurement policies in order to receive a County contract. The foregoing presumption may be rebutted.

The requirements of County Ordinance No. 98-30 may be waived upon the written recommendation of the County Manager that it is in the best interest of the County to do so and upon approval of the Board of County Commissioners by majority vote of the members present.

_____ The firm does not have annual gross revenues in excess of $5,000,000.

_____ The firm does have annual revenues in excess of $5,000,000; however, its Board of Directors is representative of the population make-up of the nation and has submitted a written, detailed listing of its Board of Directors, including the race or ethnicity of each board member, to the County's Department of Business Development, 175 N.W, 1st Avenue, 28th Floor, Miami, Florida 33128.

_____ The firm has annual gross revenues in excess of $5,000,000 and the firm does have a written affirmative action plan and procurement policy as described above, which includes periodic reviews to determine effectiveness, and has submitted the plan and policy to the County's Department of Business Development 175 N.W. 1st Avenue, 28th Floor, Miami, Florida 33128;

_____ The firm does not have an affirmative action plan and/or a procurement policy as described above, but has been granted a waiver.

__IV. MIAMI-DADE COUNTY CRIMINAL RECORD AFFIDAVIT (Section 2-8.6 of the County Code)

The individual or entity entering into a contract or receiving funding from the County ____ has ____ has not as of the date of this affidavit been convicted of a felony during the past ten (10) years.

An officer, director, or executive of the entity entering into a contract or receiving funding from the County ____ has ____ has not as of the date of this affidavit been convicted of a felony during the past ten (10) years.

__V. MIAMI-DADE EMPLOYMENT DRUG-FREE WORKPLACE AFFIDAVIT (County Ordinance No. 92-15 codified as Section 2-8.1.2 of the County Code)

That in compliance with Ordinance No. 92-15 of the Code of Miami-Dade County, Florida, the above named person or entity is providing a drug-free workplace. A written statement to each employee shall inform the employee about:

1. danger of drug abuse in the workplace
2. the firm's policy of maintaining a drug-free environment at all workplaces
3. availability of drug counseling, rehabilitation and employee assistance programs
4. penalties that may be imposed upon employees for drug abuse violations

The person or entity shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination.

Compliance with Ordinance No. 92-15 may be waived if the special characteristics of the product or service offered by the person or entity make it necessary for the operation of the County or for the health, safety, welfare, economic benefits and well-being of the public. Contracts involving funding which is provided in whole or in part by the United States or the State of Florida shall be exempted from the provisions of this ordinance in those instances where those provisions are in conflict with the requirements of those governmental entities.

__VI. MIAMI-DADE EMPLOYMENT FAMILY LEAVE AFFIDAVIT (County Ordinance No. 142-91 codified as Section 11A-29 et. seq of the County Code)

That in compliance with Ordinance No. 142-91 of the Code of Miami-Dade County, Florida, an employer with fifty (50) or more employees working in Dade County for each working day during each of twenty (20) or more calendar work weeks, shall provide the following information in compliance with all items in the aforementioned ordinance:

An employee who has worked for the above firm at least one (1) year shall be entitled to ninety (90) days of family leave during any twenty-four (24) month period, for medical reasons, for the birth or adoption of a child, or for the care of a child, spouse or other close relative who has a serious health condition without risk of termination of employment or employer retaliation.

The foregoing requirements shall not pertain to contracts with the United States or any department or agency thereof, or the State of Florida or any political subdivision or agency thereof. It shall, however, pertain to municipalities of this State.

__VII. DISABILITY NON-DISCRIMINATION AFFIDAVIT (County Resolution R-385-95)

That the above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction in the following laws: The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions; The Rehabilitation Act of 1973, 29 U.S.C. Section 794; The Federal Transit Act, as amended 49 U.S.C. Section 1612; The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631. The foregoing requirements shall not pertain to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State.

__VIII. MIAMI-DADE COUNTY REGARDING DELINQUENT AND CURRENTLY DUE FEES OR TAXES (Sec. 2-8.1(c) of the County Code)

Except for small purchase orders and sole source contracts, that above named firm, corporation, organization or individual desiring to transact business or enter into a contract with the County verifies that all delinquent and currently due fees or taxes -- including but not limited to real and property taxes, utility taxes and occupational licenses -- which are collected in the normal course by the Dade County Tax Collector as well as Dade County issued parking tickets for vehicles registered in the name of the firm, corporation, organization or individual have been paid.

__IX. CURRENT ON ALL COUNTY CONTRACTS, LOANS AND OTHER OBLIGATIONS

The individual entity seeking to transact business with the County is current in all its obligations to the County and is not otherwise in default of any contract, promissory note or other loan document with the County or any of its agencies or instrumentalities.

__X. PROJECT FRESH START (Resolutions R-702-98 and 358-99)

Any firm that has a contract with the County that results in actual payment of $500,000 or more shall contribute to Project Fresh Start, the County's Welfare to Work Initiative. However, if five percent (5%) of the firm's work force consists of individuals who reside in Miami-Dade County and who have lost or will lose cash assistance benefits (formerly Aid to Families with Dependent Children) as a result of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the firm may request waiver from the requirements of R-702-98 and R-358-99 by submitting a waiver request affidavit. The foregoing requirement does not pertain to government entities, not for profit organizations or recipients of grant awards.

__XI. DOMESTIC VIOLENCE LEAVE (Resolution 185-00; 99-5 Codified At 11A-60 Et. Seq. of the Miami-Dade County Code).

The firm desiring to do business with the County is in compliance with Domestic Leave Ordinance, Ordinance 99-5, codified at 11A-60 et. seq. of the Miami Dade County Code, which requires an employer which has in the regular course of business fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or proceeding calendar years, to provide Domestic Violence Leave to its employees.

I have carefully read this entire five (5) page document entitled, "Miami-Dade County Affidavits" and have indicated by an "X" all affidavits that pertain to this contract and have indicated by an "N/A" all affidavits that do not pertain to this contract.

By:_____ _____
(Signature of Affiant) (Date)

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____

200__ by _____. He/She is personally

known to me or has presented _____ as identification.
(Type of Identification)

_____ _____
(Signature of Notary) (Serial Number)

_____ _____
(Print or Stamp of Notary) (Expiration Date)

Notary Public – Stamp State of _____ Notary Seal
(State)

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted to Miami-Dade County

   by _____
   (print individual's name and title)

   for _____
   (print Name of entity submitting sworn statement)

   whose business address is _____

   and if applicable its Federal Employer Identification Number (FEIN) is _____
   If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

2. I understand that a "public entity crime" as defined in paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to public entity or agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   1. A predecessor or successor of a person convicted of a public entity crime; or 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States within the legal power to enter into a binding contact and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____ _____

OR Produced Identification _____ Notary Public - State of _____

_____ My commission expires _____
(Type of Identification)

_____
(Printed typed or stamped commissioned name of notary public)

2007 Discretionary & Pre-Agreement Land Acquisition

citizens' oversight committee safe neighborhood parks

EXHIBIT 1

DISTRICT 8

Palmetto Bay	Palmetto Bay Park
Purchase and install 4 elements for boundless playground, surfacing and 2 shelters.	

BUDGET ITEMS	Fiscal Year 2007-2008
PLANNING	
DESIGN	
PROJECT ADMINISTRATION	
PRE-AGREEMENT SOFT COSTS	
LAND/BLDG ACQUISITION	
CONSTRUCTION	
Shelters (Pre-Agreement Cost)	107,500
Surfacing for Playground (Pre-Agreement Cost)	30,000
TOTAL CONSTRUCTION	137,500
ART ALLOWANCE (Miami-Dade Only)	
FIXTURES, FURNITURE, EQUIPMENT	42,500
OTHER COSTS	
EXPENDITURE TOTALS	180,000

Remarks

Minutes of 7/12/07 Grant Review meeting. Requires $180,000 match. FF&E: 4 boundless playground elements. Minutes of 3/06/08 MAAR meeting approval of pre-agreement costs.

SAFE NEIGHBORHOOD PARKS BOND PROGRAM
2007 DISCRETIONARY & PRE-AGREEMENT LAND ACQUISITION FUNDS AGREEMENT

This Agreement, made this_____ day of _____ , 200__ , by and between Miami-Dade County, a political subdivision of the State of Florida (County) through its Office of Capital Improvements (Safe Neighborhood Parks Bond Program) (Office), located at 111 N.W. 1 Street, Suite 2130, Miami, FL 33128, and Village of Palmetto Bay (Grantee) having offices at 8950 S.W. 152 Street, Palmetto Bay, Florida 33157 states conditions and covenants for the rendering of Safe Neighborhood Parks Bond (Project(s)) for the County.

WHEREAS, the citizens of Miami-Dade County have authorized the issuance of general obligation bonds for the purpose of financing capital improvement programs for certain parks, beaches, natural areas and recreation facilities; and

WHEREAS, to implement and give effect to the bond program, Miami-Dade County, Florida enacted Ordinance 96-115, the Safe Neighborhood Parks Ordinance; and

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

WHEREAS, in order to foster those important values, the project(s) listed herein have been identified for reimbursement pursuant to the terms of the Ordinance;

NOW, THEREFORE, the parties agree as follows:

I. SCOPE OF SERVICE & BUDGET SUMMARY. The Grantee agrees to render services in accordance with the Brief Grant Summary statement incorporated, and that all expenditures or costs shall be made in accordance with the Budget(s) which is incorporated and attached as Exhibit(s). (See Section XVII H).

II. ADMINISTRATIVE RULES & BOND ORDINANCE. The Grantee agrees to abide by and be governed by the Administrative Rules for Specified Project Grants, Per Capita Allocation Grants, Challenge Grants, and Interest Earnings and the Bond Ordinance, copies of which have been provided the Grantee by the Office and are herein incorporated by reference. Without limiting the generality of the preceding sentence, the Grantee agrees to: Payment Procedures (Ord., Sec.6 & Rules, 9B); Breach of Agreement (Rules, 9B(6) & 10F); Termination (Rules, 10F); Prohibited Use of Funds (Rules, 9D4); Required Documentation (Rules, 10D & 11); Operating Funds (Ord., Sec. 5(b)(1)); Completion of Project and Supplemental Funding (Rules, 9B(15) & (16)); and Audits (Ord., Sec. 13 & Rules, 10A).

III. EFFECTIVE TERM. Both parties agree that the effective term of this Agreement shall be from December 4, 2007 to December 31, 2008. Failure by the Grantee to complete the project by the aforementioned date, unless extended, shall be cause for the County to terminate this Agreement.

IV. AMOUNT PAYABLE. The maximum amount payable for the project(s) rendered under this Agreement, shall not exceed $ 180,000.00 unless otherwise amended. The Grantee agrees to post a match which will be subject to verification by the County at the time of payment reimbursement. Expenditure match must be verified at the time of the independent audit (Ord., Sec. 13 & Rules, 9 B (13)). Recipient agrees to provide matching funds for the project(s) in the amount of $180,000.00.

V. FUNDING COMMITMENT. In the event that the project(s) requires further funding, funding for subsequent years is conditioned upon appropriation by the Board of County Commissioners of Miami-Dade County, Florida, with no representation that funds will be forthcoming.

VI. FUNDING REGULATIONS.

A. Establishment of residency requirements, imposition of non-resident fees, or failure of the Grantee to comply with any other conditions established by the Safe Neighborhood Parks Citizens' Oversight Committee (Oversight Committee) shall be cause for the County to terminate this Agreement unless an exception is granted by the Oversight Committee.

B. Failure by Grantee to produce the dollar for dollar cash match, unless waived by the Safe Neighborhood Parks Grants Review Sub-Committee at their July 12, 2007 meeting, as originally pledged to the projects(s) by the Grantee shall result in a reduction in bond funds awarded under this Agreement, equal to the cash match shortfall, or termination of the Agreement by the County, at the option of the Oversight Committee.

VII. CONDITIONS OF AWARD.

A. Completed facility construction will have a permanent plaque, approved by the Oversight Committee, as to material, form, and content, affixed to the facility noting funding through the Safe Neighborhood Parks bond program.

B. All fencing funded with Safe Neighborhood Parks bond proceeds will comply with the current Florida Building Code specifications for such facilities.

C. Land acquired and/or facility development or improvement funded by this Agreement must be vested with a public agency.

D. Sec. 25B-25. Disbursement of funds.

(a) No funds authorized under Section 25B-22 may be disbursed to any recipient unless the recipient agrees:

(1) The grants for all programs in Section 25B-22 shall be made available at least once every twelve (12) months with public notice from the County.

(2) To maintain and operate in perpetuity the property acquired, developed, improved, rehabilitated or restored with the funds, except where leases are in effect. The recipient or its successors in interest in the property may transfer the responsibility to maintain and operate the property to another public agency or another not-for-profit organization in accordance with this section. This recipient agency must provide adequate programming for any new facilities constructed with proceeds of the bonds.

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

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

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

VIII. INDEMNIFICATION BY GRANTEE. Village of Palmetto Bay shall indemnify and hold harmless the County and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of action, or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Village of Palmetto Bay or its employees, agents, servants, partners, principals or subcontractors. Village of Palmetto Bay 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. Village of Palmetto Bay expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Village of Palmetto Bay 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

IX. INSURANCE.

Government Entity.

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

X. CIVIL RIGHTS. The Grantee agrees to abide by Chapter 11A, Article IV of the Code of Miami-Dade County ('County Code'), as amended, which prohibits discrimination in employment; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination in Employment Act, 29 U.S.C., Section 621 et seq., as amended, which prohibits discrimination in employment because of age; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C., Section 794, as amended, which prohibits discrimination on the basis of disability; and the Americans with Disabilities Act, 42 U.S.C., Section 12103 et seq., which prohibits discrimination in employment and accommodation because of disability.

It is expressly understood that upon receipt of evidence of discrimination under any of these laws, the County shall have the right to terminate this Agreement. It is further understood that the Grantee must submit an affidavit attesting that it is not in violation of the Americans with Disability Act, the Rehabilitation Act, the Federal Transit Act, 49 U.S.C. Section 1612, and the Fair Housing Act, 42 U.S.C. Section 3601 et seq. If the Grantee or any owner, subsidiary, or other firm affiliated with, or related to the Grantee, is found by the responsible enforcement agency, the Courts or the County to be in violation of these Acts, the County will conduct no further business with the Grantee. Any agreement entered into based upon a false affidavit shall be voidable by the County. If the Grantee violates any of the Acts during the term of any agreement the Grantee has with the County, such agreement shall be voidable by the County, even if the Grantee was not in violation at the time it submitted its affidavit.

XI. CONFLICT OF INTEREST. The Grantee agrees to abide by and be governed by Miami-Dade County Ordinance No. 72-82 (Conflict of Interest Ordinance codified at Section 2-11.1 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.

XII. INDEPENDENT PRIVATE-SECTOR INSPECTOR GENERAL. The County shall have the right, but not the obligation, to require the Grantee, at the Grantees own cost, to retain the services of an independent private-sector inspector general (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the Grantee and County in connection with this agreement. The scope of services performed by an IPSIG may include, but are not limited to, monitoring and investigating compliance with Agreement; project costs; and investigating and preventing corruption and fraud.

The IPSIG may perform its services at all levels of the contracting and procurement process

including but not limited to project design, establishment of bid specifications; bid submittals, activities of Grantee, its officers, agents and employees, lobbyists, county staff and elected officials.

Upon ten (10) days written notice to Grantee from an IPSIG, the Grantee shall make all requested records and documents available to the IPSIG for inspection and copying. The IPSIG shall have the right to examine all documents and records in the Grantee's possession, custody or control which in the IPSIG's sole judgment pertain to performance of the Agreement, including but not limited to original estimate files, bid and change order estimates, worksheets, proposals and agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and agreement documents, back-charge document, 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.

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

Nothing in this Agreement shall impair any independent right of the County to conduct an audit or investigate activities. The provisions of this section are not intended nor shall they be construed to impose any liability on the County by Grantee or third parties.

XIII. OFFICE OF THE MIAMI-DADE INSPECTOR GENERAL. Pursuant to Ordinance No. 97-215, the Office of the Miami-Dade County Inspector General (IG) shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions. The IG shall have the power to report and/or recommend to the Board of County Commissioners whether a particular project, program, agreement or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The IG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

Upon ten (10) days written notice to Grantee from IG, the Grantee shall make all requested records and documents available to the IG for inspection and copying.

The IG shall have the power to retain and coordinate the services of an IPSIG who may be engaged to perform said mandatory random audits, as well as audit, investigate, monitor, oversee, inspect and review the operations, activities and performance and procurement process including but not limited to project design, establishment of bid specifications; bid submittals, activities, of Grantee, its officers, agents and employees, lobbyists, county staff and elected officials in order to ensure compliance with agreement specifications and detect corruption and fraud. This mandatory random audit is separate and distinct from any other audit by the County of any audit performed under Section XI "Independent Private-Sector Inspector General".

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

Nothing in this Agreement shall impair any independent right of the County to conduct audit or investigate activities. The provisions of this section are not intended nor shall they be construed to impose any liability on the County by Grantee or third parties.

XIV. NOTICES. It is understood and agreed between the parties that written notice addressed to the Office and mailed (certified/return receipt) or delivered to the address appearing on page one (1) of the Agreement and written notice addressed to the Grantee and mailed (certified/return receipt) of delivered to the address appearing on page one(1) of this Agreement shall constitute sufficient notice to either party.

XV. 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 Grantee is only a recipient of funding support and is not an agent or instrumentality of the County. Furthermore, the Grantee's agents and employees are not agents or employees of the County.

XVI. TERMINATION. If the Grantee shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or shall violate any of the covenants, agreements, stipulations, representations or warranties herein, the County shall have the right to terminate this Agreement by giving at least ten (10) days prior written notice to the Grantee (Rules, 10F).

XVII. MISCELLANEOUS.

A. Governing Law. The Grantee agrees to comply with all applicable federal, state and county laws, rules and regulations, which are incorporated by reference or fully set forth. This Agreement is made in the State of Florida and shall be governed according to the laws of the State of Florida. Proper venue for this Agreement shall be Miami-Dade County, Florida.

B. Modifications. Any alterations, variations, modifications, extensions or waivers of provisions of this Agreement including but not limited to amount payable and effective term shall only be valid when they have been reduced to writing, duly approved and signed by both parties and attached to the original of this Agreement. The County Manager, upon concurrence of the Safe Neighborhood Parks Oversight Committee shall have the authority to modify or amend this agreement.

C. Counterpart. This Agreement is signed in 3 counterparts, and each counterpart shall constitute an original of this Agreement.

D. Headings, Use of Singular and Gender. Paragraph headings are for convenience

only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement. Wherever used herein, the singular shall include the plural and the plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires.

E. Agreement Contact. The County's representative for this agreement is Marcia Martin, Office of Capital Improvements. The Grantee's representative for this agreement is _____ (Name and Title).

F. Fringe Benefits. In the event that a percentage of actual salary will be utilized as the method to claim eligible fringe benefit costs pursuant to Section 10 (D) (2) (c) of the Rules, such percentage shall not exceed _____ %. This percentage shall be demonstrated to the reasonable satisfaction of the County. Documentation in support of this percentage shall be submitted to the Office for approval contemporaneously with the execution of this Agreement.

G. Subcontracts. Any subcontracts written under the provisions of the Ordinance (Sections 5 (b) (5) and 8 (c)) require prior review and written approval of the County.

H. Totality of Agreement / Severability of Provisions. This 16 page Agreement with its recitals on the first page of the agreement and with its attachments as referenced below contain all the terms and conditions agreed upon by the parties:

Attachment 1 and 2: Miami-Dade County Affidavits

Exhibit(s) 1: Approved Project(s) and Budget(s)

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.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seal the day and year first above written.

VILLAGE OF PALMETTO BAY
A municipal corporation in the
State of Florida

Palmetto Bay Executive Officer

VILLAGE MANAGER
Title

Name (Typed)

ATTEST:

By: _____
Name/Title

_____
(Corporate Seal)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

MIAMI-DADE COUNTY
a political subdivision of the
State of Florida

_____
Assistant County Attorney

_____
George M. Burgess, County Manager

ATTEST:

Harvey Ruvin, Clerk

By: _____
Deputy Clerk

MIAMI-DADE COUNTY AFFIDAVITS

The contracting individual or entity (governmental or otherwise) shall indicate by an "X" all affidavits that pertain to this contract and shall indicate by an "N/A" all affidavits that do not pertain to this contract. All blank spaces must be filled.

The MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT; MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT; MIAMI-DADE CRIMINAL RECORD AFFIDAVIT; DISABILITY NONDISCRIMINATION AFFIDAVIT; and the PROJECT FRESH START AFFIDAVIT shall not pertain to contracts with the United States or any of its departments or agencies thereof, the State or any political subdivision or agency thereof or any municipality of this State. The MIAMI-DADE FAMILY LEAVE AFFIDAVIT shall not pertain to contracts with the United States or any of its departments or agencies or the State of Florida or any political subdivision or agency thereof; it shall, however, pertain to municipalities of the State of Florida. All other contracting entities or individuals shall read carefully each affidavit to determine whether or not it pertains to this contract and initial to the left of the statement, if applicable; or "N/A" if not applicable; and/or provide the information requested.

I, _____, being first duly sworn state:
Affiant

The full legal name and business address of the person(s) or entity contracting or transacting business with Miami-Dade County are (Post Office addresses are not acceptable):

_____
Federal Employer Identification Number (If none, Social Security)

_____
Name of Entity, Individual(s), Partners, or Corporation

_____
Doing Business As (if same as above, leave blank)

_____
Street Address City State Zip Code

___ I. MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT (Sec. 2-8.1 of the County Code)

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a partnership, the foregoing information shall be provided for each partner. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. The foregoing requirements shall not pertain to contracts with publicly traded corporations or to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State. All such names and addresses are (Post Office addresses are not acceptable):

Full Legal Name	Address	Ownership
		%
		%
		%

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable beneficial or otherwise) in the contract or business transaction with Dade County are (Post Office addresses are not acceptable):

3. Any person who willfully fails to disclose the information required herein, or who knowingly discloses false information in this regard, shall be punished by a fine of up to five hundred dollars ($500.00) or imprisonment in the County jail for up to sixty (60) days or both.

__ II. MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT (County Ordinance No. 90-133, Amending sec. 2.8-1; Subsection (d)(2) of the County Code).

Except where precluded by federal or State laws or regulations, each contract or business transaction or renewal thereof which involves the expenditure of ten thousand dollars ($10,000) or more shall require the entity contracting or transacting business to disclose the following information. The foregoing disclosure requirements do not apply to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State.

1. Does your firm have a collective bargaining agreement with its employees?
___ Yes ___ No

2. Does your firm provide paid health care benefits for its employees?
___ Yes ___ No

3. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

White:	____ Males ____ Females	Asian:	____ Males ____ Females
Black:	____ Males ____ Females	American Indian:	____ Males ____ Females
Hispanics:	____ Males ____ Females	Aleut (Eskimo):	____ Males ____ Females
_____:	___ Males ____ Females:	_____:	____ Males ____ Females

__III. AFFIRMATIVE ACTION/NONDISCRIMINATION OF EMPLOYMENT, PROMOTION AND PROCUREMENT PRACTICES (County Ordinance 98-30 codified at 2-8.1.5 of the County Code.)

In accordance with County Ordinance No. 98-30, entities with annual gross revenues in excess of $5,000,000 seeking to contract with the County shall, as a condition of receiving a County contract, have: i) a written affirmative action plan which sets forth the procedures the entity utilizes to assure that it does not discriminate in its employment and promotion practices; and ii) a written procurement policy which sets forth the procedures the entity utilizes to assure that it does not discriminate against minority and women-owned businesses in its own procurement of goods, supplies and services. Such affirmative action plans and procurement policies shall provide for periodic review to determine their effectiveness in assuring the entity does not discriminate in its employment, promotion and procurement practices. The foregoing notwithstanding, corporate entities whose boards of directors are representative of the population make-up of the nation shall be presumed to have non-discriminatory employment and procurement policies, and shall not be required to have written affirmative action plans and procurement policies in order to receive a County contract. The foregoing presumption may be rebutted.

The requirements of County Ordinance No. 98-30 may be waived upon the written recommendation of the County Manager that it is in the best interest of the County to do so and upon approval of the Board of County Commissioners by majority vote of the members present.

_____ The firm does not have annual gross revenues in excess of $5,000,000.

_____ The firm does have annual revenues in excess of $5,000,000; however, its Board of Directors is representative of the population make-up of the nation and has submitted a written, detailed listing of its Board of Directors, including the race or ethnicity of each board member, to the County's Department of Business Development, 175 N.W, 1st Avenue, 28th Floor, Miami, Florida 33128.

_____ The firm has annual gross revenues in excess of $5,000,000 and the firm does have a written affirmative action plan and procurement policy as described above, which includes periodic reviews to determine effectiveness, and has submitted the plan and policy to the County's Department of Business Development 175 N.W. 1st Avenue, 28th Floor, Miami, Florida 33128;

_____ The firm does not have an affirmative action plan and/or a procurement policy as described above, but has been granted a waiver.

__IV. MIAMI-DADE COUNTY CRIMINAL RECORD AFFIDAVIT (Section 2-8.6 of the County Code)

The individual or entity entering into a contract or receiving funding from the County ____ has ____ has not as of the date of this affidavit been convicted of a felony during the past ten (10) years.

An officer, director, or executive of the entity entering into a contract or receiving funding from the County ____ has ____ has not as of the date of this affidavit been convicted of a felony during the past ten (10) years.

__V. MIAMI-DADE EMPLOYMENT DRUG-FREE WORKPLACE AFFIDAVIT (County Ordinance No. 92-15 codified as Section 2-8.1.2 of the County Code)

That in compliance with Ordinance No. 92-15 of the Code of Miami-Dade County, Florida, the above named person or entity is providing a drug-free workplace. A written statement to each employee shall inform the employee about:

1. danger of drug abuse in the workplace
2. the firm's policy of maintaining a drug-free environment at all workplaces
3. availability of drug counseling, rehabilitation and employee assistance programs
4. penalties that may be imposed upon employees for drug abuse violations

The person or entity shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination.

Compliance with Ordinance No. 92-15 may be waived if the special characteristics of the product or service offered by the person or entity make it necessary for the operation of the County or for the health, safety, welfare, economic benefits and well-being of the public. Contracts involving funding which is provided in whole or in part by the United States or the State of Florida shall be exempted from the provisions of this ordinance in those instances where those provisions are in conflict with the requirements of those governmental entities.

__VI. MIAMI-DADE EMPLOYMENT FAMILY LEAVE AFFIDAVIT (County Ordinance No. 142-91 codified as Section 11A-29 et. seq of the County Code)

That in compliance with Ordinance No. 142-91 of the Code of Miami-Dade County, Florida, an employer with fifty (50) or more employees working in Dade County for each working day during each of twenty (20) or more calendar work weeks, shall provide the following information in compliance with all items in the aforementioned ordinance:

An employee who has worked for the above firm at least one (1) year shall be entitled to ninety (90) days of family leave during any twenty-four (24) month period, for medical reasons, for the birth or adoption of a child, or for the care of a child, spouse or other close relative who has a serious health condition without risk of termination of employment or employer retaliation.

The foregoing requirements shall not pertain to contracts with the United States or any department or agency thereof, or the State of Florida or any political subdivision or agency thereof. It shall, however, pertain to municipalities of this State.

__VII. DISABILITY NON-DISCRIMINATION AFFIDAVIT (County Resolution R-385-95)

That the above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction in the following laws: The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions; The Rehabilitation Act of 1973, 29 U.S.C. Section 794; The Federal Transit Act, as amended 49 U.S.C. Section 1612; The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631. The foregoing requirements shall not pertain to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State.

__VIII. MIAMI-DADE COUNTY REGARDING DELINQUENT AND CURRENTLY DUE FEES OR TAXES (Sec. 2-8.1(c) of the County Code)

Except for small purchase orders and sole source contracts, that above named firm, corporation, organization or individual desiring to transact business or enter into a contract with the County verifies that all delinquent and currently due fees or taxes -- including but not limited to real and property taxes, utility taxes and occupational licenses -- which are collected in the normal course by the Dade County Tax Collector as well as Dade County issued parking tickets for vehicles registered in the name of the firm, corporation, organization or individual have been paid.

__IX. CURRENT ON ALL COUNTY CONTRACTS, LOANS AND OTHER OBLIGATIONS

The individual entity seeking to transact business with the County is current in all its obligations to the County and is not otherwise in default of any contract, promissory note or other loan document with the County or any of its agencies or instrumentalities.

__X. PROJECT FRESH START (Resolutions R-702-98 and 358-99)

Any firm that has a contract with the County that results in actual payment of $500,000 or more shall contribute to Project Fresh Start, the County's Welfare to Work Initiative. However, if five percent (5%) of the firm's work force consists of individuals who reside in Miami-Dade County and who have lost or will lose cash assistance benefits (formerly Aid to Families with Dependent Children) as a result of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the firm may request waiver from the requirements of R-702-98 and R-358-99 by submitting a waiver request affidavit. The foregoing requirement does not pertain to government entities, not for profit organizations or recipients of grant awards.

__XI. DOMESTIC VIOLENCE LEAVE (Resolution 185-00; 99-5 Codified At 11A-60 Et. Seq. of the Miami-Dade County Code).

The firm desiring to do business with the County is in compliance with Domestic Leave Ordinance, Ordinance 99-5, codified at 11A-60 et. seq. of the Miami Dade County Code, which requires an employer which has in the regular course of business fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or proceeding calendar years, to provide Domestic Violence Leave to its employees.

I have carefully read this entire five (5) page document entitled, "Miami-Dade County Affidavits" and have indicated by an "X" all affidavits that pertain to this contract and have indicated by an "N/A" all affidavits that do not pertain to this contract.

By:_____ _____
(Signature of Affiant) (Date)

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____

200__ by _____. He/She is personally

known to me or has presented _____ as identification.
(Type of Identification)

_____ _____
(Signature of Notary) (Serial Number)

_____ _____
(Print or Stamp of Notary) (Expiration Date)

Notary Public – Stamp State of _____ Notary Seal
(State)

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1. **This sworn statement is submitted to** Miami-Dade County

by _____
(print individual's name and title)

for _____
(print Name of entity submitting sworn statement)

whose business address is _____

and if applicable its Federal Employer Identification Number (FEIN) is _____
If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

2. **I understand that a "public entity crime" as defined in paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to public entity or agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.**

3. **I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.**

4. **I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:**
   1. **A predecessor or successor of a person convicted of a public entity crime; or 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.**

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States within the legal power to enter into a binding contact and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____ _____

OR Produced Identification _____ Notary Public - State of _____

_____ My commission expires _____
(Type of Identification)

_____
(Printed typed or stamped commissioned name of notary public)

2007 Discretionary & Pre-Agreement Land Acquisition

citizens' oversight committee safe neighborhood parks

EXHIBIT 1

DISTRICT 8

Palmetto Bay	Palmetto Bay Park
Purchase and install 4 elements for boundless playground, surfacing and 2 shelters.	

BUDGET ITEMS	Fiscal Year 2007-2008
PLANNING	
DESIGN	
PROJECT ADMINISTRATION	
PRE-AGREEMENT SOFT COSTS	
LAND/BLDG ACQUISITION	
CONSTRUCTION	
Shelters (Pre-Agreement Cost)	107,500
Surfacing for Playground (Pre-Agreement Cost)	30,000
TOTAL CONSTRUCTION	137,500
ART ALLOWANCE (Miami-Dade Only)	
FIXTURES, FURNITURE, EQUIPMENT	42,500
OTHER COSTS	
EXPENDITURE TOTALS	180,000

Remarks

Minutes of 7/12/07 Grant Review meeting. Requires $180,000 match. FF&E: 4 boundless playground elements. Minutes of 3/06/08 MAAR meeting approval of pre-agreement costs.

SAFE NEIGHBORHOOD PARKS BOND PROGRAM
2007 DISCRETIONARY & PRE-AGREEMENT LAND ACQUISITION FUNDS AGREEMENT

This Agreement, made this_____ day of _____ , 200__ , by and between Miami-Dade County, a political subdivision of the State of Florida (County) through its Office of Capital Improvements (Safe Neighborhood Parks Bond Program) (Office), located at 111 N.W. 1 Street, Suite 2130, Miami, FL 33128, and Village of Palmetto Bay (Grantee) having offices at 8950 S.W. 152 Street, Palmetto Bay, Florida 33157 states conditions and covenants for the rendering of Safe Neighborhood Parks Bond (Project(s)) for the County.

WHEREAS, the citizens of Miami-Dade County have authorized the issuance of general obligation bonds for the purpose of financing capital improvement programs for certain parks, beaches, natural areas and recreation facilities; and

WHEREAS, to implement and give effect to the bond program, Miami-Dade County, Florida enacted Ordinance 96-115, the Safe Neighborhood Parks Ordinance; and

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

WHEREAS, in order to foster those important values, the project(s) listed herein have been identified for reimbursement pursuant to the terms of the Ordinance;

NOW, THEREFORE, the parties agree as follows:

I. SCOPE OF SERVICE & BUDGET SUMMARY. The Grantee agrees to render services in accordance with the Brief Grant Summary statement incorporated, and that all expenditures or costs shall be made in accordance with the Budget(s) which is incorporated and attached as Exhibit(s). (See Section XVII H).

II. ADMINISTRATIVE RULES & BOND ORDINANCE. The Grantee agrees to abide by and be governed by the Administrative Rules for Specified Project Grants, Per Capita Allocation Grants, Challenge Grants, and Interest Earnings and the Bond Ordinance, copies of which have been provided the Grantee by the Office and are herein incorporated by reference. Without limiting the generality of the preceding sentence, the Grantee agrees to: Payment Procedures (Ord., Sec.6 & Rules, 9B); Breach of Agreement (Rules, 9B(6) & 10F); Termination (Rules, 10F); Prohibited Use of Funds (Rules, 9D4); Required Documentation (Rules, 10D & 11); Operating Funds (Ord., Sec. 5(b)(1)); Completion of Project and Supplemental Funding (Rules, 9B(15) & (16)); and Audits (Ord., Sec. 13 & Rules, 10A).

III. EFFECTIVE TERM. Both parties agree that the effective term of this Agreement shall be from December 4, 2007 to December 31, 2008. Failure by the Grantee to complete the project by the aforementioned date, unless extended, shall be cause for the County to terminate this Agreement.

IV. AMOUNT PAYABLE. The maximum amount payable for the project(s) rendered under this Agreement, shall not exceed $ 180,000.00 unless otherwise amended. The Grantee agrees to post a match which will be subject to verification by the County at the time of payment reimbursement. Expenditure match must be verified at the time of the independent audit (Ord., Sec. 13 & Rules, 9 B (13)). Recipient agrees to provide matching funds for the project(s) in the amount of $180,000.00.

V. FUNDING COMMITMENT. In the event that the project(s) requires further funding, funding for subsequent years is conditioned upon appropriation by the Board of County Commissioners of Miami-Dade County, Florida, with no representation that funds will be forthcoming.

VI. FUNDING REGULATIONS.

A. Establishment of residency requirements, imposition of non-resident fees, or failure of the Grantee to comply with any other conditions established by the Safe Neighborhood Parks Citizens' Oversight Committee (Oversight Committee) shall be cause for the County to terminate this Agreement unless an exception is granted by the Oversight Committee.

B. Failure by Grantee to produce the dollar for dollar cash match, unless waived by the Safe Neighborhood Parks Grants Review Sub-Committee at their July 12, 2007 meeting, as originally pledged to the projects(s) by the Grantee shall result in a reduction in bond funds awarded under this Agreement, equal to the cash match shortfall, or termination of the Agreement by the County, at the option of the Oversight Committee.

VII. CONDITIONS OF AWARD.

A. Completed facility construction will have a permanent plaque, approved by the Oversight Committee, as to material, form, and content, affixed to the facility noting funding through the Safe Neighborhood Parks bond program.

B. All fencing funded with Safe Neighborhood Parks bond proceeds will comply with the current Florida Building Code specifications for such facilities.

C. Land acquired and/or facility development or improvement funded by this Agreement must be vested with a public agency.

D. Sec. 25B-25. Disbursement of funds.

(a) No funds authorized under Section 25B-22 may be disbursed to any recipient unless the recipient agrees:

(1) The grants for all programs in Section 25B-22 shall be made available at least once every twelve (12) months with public notice from the County.

(2) To maintain and operate in perpetuity the property acquired, developed, improved, rehabilitated or restored with the funds, except where leases are in effect. The recipient or its successors in interest in the property may transfer the responsibility to maintain and operate the property to another public agency or another not-for-profit organization in accordance with this section. This recipient agency must provide adequate programming for any new facilities constructed with proceeds of the bonds.

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

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

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

VIII. INDEMNIFICATION BY GRANTEE. Village of Palmetto Bay shall indemnify and hold harmless the County and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of action, or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Village of Palmetto Bay or its employees, agents, servants, partners, principals or subcontractors. Village of Palmetto Bay 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. Village of Palmetto Bay expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Village of Palmetto Bay 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

IX. INSURANCE.

. Government Entity.

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

X. CIVIL RIGHTS. The Grantee agrees to abide by Chapter 11A, Article IV of the Code of Miami-Dade County ('County Code'), as amended, which prohibits discrimination in employment; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination in Employment Act, 29 U.S.C., Section 621 et seq., as amended, which prohibits discrimination in employment because of age; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C., Section 794, as amended, which prohibits discrimination on the basis of disability; and the Americans with Disabilities Act, 42 U.S.C., Section 12103 et seq., which prohibits discrimination in employment and accommodation because of disability.

It is expressly understood that upon receipt of evidence of discrimination under any of these laws, the County shall have the right to terminate this Agreement. It is further understood that the Grantee must submit an affidavit attesting that it is not in violation of the Americans with Disability Act, the Rehabilitation Act, the Federal Transit Act, 49 U.S.C. Section 1612, and the Fair Housing Act, 42 U.S.C. Section 3601 et seq. If the Grantee or any owner, subsidiary, or other firm affiliated with, or related to the Grantee, is found by the responsible enforcement agency, the Courts or the County to be in violation of these Acts, the County will conduct no further business with the Grantee. Any agreement entered into based upon a false affidavit shall be voidable by the County. If the Grantee violates any of the Acts during the term of any agreement the Grantee has with the County, such agreement shall be voidable by the County, even if the Grantee was not in violation at the time it submitted its affidavit.

XI. CONFLICT OF INTEREST. The Grantee agrees to abide by and be governed by Miami-Dade County Ordinance No. 72-82 (Conflict of Interest Ordinance codified at Section 2-11.1 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.

XII. INDEPENDENT PRIVATE-SECTOR INSPECTOR GENERAL. The County shall have the right, but not the obligation, to require the Grantee, at the Grantees own cost, to retain the services of an independent private-sector inspector general (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the Grantee and County in connection with this agreement. The scope of services performed by an IPSIG may include, but are not limited to, monitoring and investigating compliance with Agreement; project costs; and investigating and preventing corruption and fraud.

The IPSIG may perform its services at all levels of the contracting and procurement process

including but not limited to project design, establishment of bid specifications; bid submittals, activities of Grantee, its officers, agents and employees, lobbyists, county staff and elected officials.

Upon ten (10) days written notice to Grantee from an IPSIG, the Grantee shall make all requested records and documents available to the IPSIG for inspection and copying. The IPSIG shall have the right to examine all documents and records in the Grantee's possession, custody or control which in the IPSIG's sole judgment pertain to performance of the Agreement, including but not limited to original estimate files, bid and change order estimates, worksheets, proposals and agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and agreement documents, back-charge document, 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.

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

Nothing in this Agreement shall impair any independent right of the County to conduct an audit or investigate activities. The provisions of this section are not intended nor shall they be construed to impose any liability on the County by Grantee or third parties.

XIII. OFFICE OF THE MIAMI-DADE INSPECTOR GENERAL. Pursuant to Ordinance No. 97-215, the Office of the Miami-Dade County Inspector General (IG) shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions. The IG shall have the power to report and/or recommend to the Board of County Commissioners whether a particular project, program, agreement or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The IG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

Upon ten (10) days written notice to Grantee from IG, the Grantee shall make all requested records and documents available to the IG for inspection and copying.

The IG shall have the power to retain and coordinate the services of an IPSIG who may be engaged to perform said mandatory random audits, as well as audit, investigate, monitor, oversee, inspect and review the operations, activities and performance and procurement process including but not limited to project design, establishment of bid specifications; bid submittals, activities, of Grantee, its officers, agents and employees, lobbyists, county staff and elected officials in order to ensure compliance with agreement specifications and detect corruption and fraud. This mandatory random audit is separate and distinct from any other audit by the County of any audit performed under Section XI "Independent Private-Sector Inspector General".

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

Nothing in this Agreement shall impair any independent right of the County to conduct audit or investigate activities. The provisions of this section are not intended nor shall they be construed to impose any liability on the County by Grantee or third parties.

XIV. NOTICES. It is understood and agreed between the parties that written notice addressed to the Office and mailed (certified/return receipt) or delivered to the address appearing on page one (1) of the Agreement and written notice addressed to the Grantee and mailed (certified/return receipt) of delivered to the address appearing on page one(1) of this Agreement shall constitute sufficient notice to either party.

XV. 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 Grantee is only a recipient of funding support and is not an agent or instrumentality of the County. Furthermore, the Grantee's agents and employees are not agents or employees of the County.

XVI. TERMINATION. If the Grantee shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or shall violate any of the covenants, agreements, stipulations, representations or warranties herein, the County shall have the right to terminate this Agreement by giving at least ten (10) days prior written notice to the Grantee (Rules, 10F).

XVII. MISCELLANEOUS.

A. Governing Law. The Grantee agrees to comply with all applicable federal, state and county laws, rules and regulations, which are incorporated by reference or fully set forth. This Agreement is made in the State of Florida and shall be governed according to the laws of the State of Florida. Proper venue for this Agreement shall be Miami-Dade County, Florida.

B. Modifications. Any alterations, variations, modifications, extensions or waivers of provisions of this Agreement including but not limited to amount payable and effective term shall only be valid when they have been reduced to writing, duly approved and signed by both parties and attached to the original of this Agreement. The County Manager, upon concurrence of the Safe Neighborhood Parks Oversight Committee shall have the authority to modify or amend this agreement.

C. Counterpart. This Agreement is signed in 3 counterparts, and each counterpart shall constitute an original of this Agreement.

D. Headings, Use of Singular and Gender. Paragraph headings are for convenience

only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement. Wherever used herein, the singular shall include the plural and the plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires.

E. Agreement Contact. The County's representative for this agreement is Marcia Martin, Office of Capital Improvements. The Grantee's representative for this agreement is _____(Name and Title).

F. Fringe Benefits. In the event that a percentage of actual salary will be utilized as the method to claim eligible fringe benefit costs pursuant to Section 10 (D) (2) (c) of the Rules, such percentage shall not exceed _____ %. This percentage shall be demonstrated to the reasonable satisfaction of the County. Documentation in support of this percentage shall be submitted to the Office for approval contemporaneously with the execution of this Agreement.

G. Subcontracts. Any subcontracts written under the provisions of the Ordinance (Sections 5 (b) (5) and 8 (c)) require prior review and written approval of the County.

H. Totality of Agreement / Severability of Provisions. This 16 page Agreement with its recitals on the first page of the agreement and with its attachments as referenced below contain all the terms and conditions agreed upon by the parties:

Attachment 1 and 2: Miami-Dade County Affidavits

Exhibit(s) 1: Approved Project(s) and Budget(s)

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.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seal the day and year first above written.

VILLAGE OF PALMETTO BAY
A municipal corporation in the
State of Florida

Palmetto Bay Executive Officer

VILLAGE MANAGER
Title

Name (Typed)

ATTEST:

By: _____
Name/Title

_____
(Corporate Seal)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

MIAMI-DADE COUNTY
a political subdivision of the
State of Florida

_____
Assistant County Attorney

_____
George M. Burgess, County Manager

ATTEST:

Harvey Ruvin, Clerk

By: _____
Deputy Clerk

MIAMI-DADE COUNTY AFFIDAVITS

The contracting individual or entity (governmental or otherwise) shall indicate by an "X" all affidavits that pertain to this contract and shall indicate by an "N/A" all affidavits that do not pertain to this contract. All blank spaces must be filled.

The MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT; MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT; MIAMI-DADE CRIMINAL RECORD AFFIDAVIT; DISABILITY NONDISCRIMINATION AFFIDAVIT; and the PROJECT FRESH START AFFIDAVIT shall not pertain to contracts with the United States or any of its departments or agencies thereof, the State or any political subdivision or agency thereof or any municipality of this State. The MIAMI-DADE FAMILY LEAVE AFFIDAVIT shall not pertain to contracts with the United States or any of its departments or agencies or the State of Florida or any political subdivision or agency thereof; it shall, however, pertain to municipalities of the State of Florida. All other contracting entities or individuals shall read carefully each affidavit to determine whether or not it pertains to this contract and initial to the left of the statement, if applicable; or "N/A" if not applicable; and/or provide the information requested.

I, _____, being first duly sworn state:
Affiant

The full legal name and business address of the person(s) or entity contracting or transacting business with Miami-Dade County are (Post Office addresses are not acceptable):

_____
Federal Employer Identification Number (If none, Social Security)

_____
Name of Entity, Individual(s), Partners, or Corporation

_____
Doing Business As (if same as above, leave blank)

_____
Street Address City State Zip Code

___ I. MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT (Sec. 2-8.1 of the County Code)

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a partnership, the foregoing information shall be provided for each partner. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. The foregoing requirements shall not pertain to contracts with publicly traded corporations or to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State. All such names and addresses are (Post Office addresses are not acceptable):

Full Legal Name	Address	Ownership
		%
		%
		%

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable beneficial or otherwise) in the contract or business transaction with Dade County are (Post Office addresses are not acceptable):

3. Any person who willfully fails to disclose the information required herein, or who knowingly discloses false information in this regard, shall be punished by a fine of up to five hundred dollars ($500.00) or imprisonment in the County jail for up to sixty (60) days or both.

__ II. MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT (County Ordinance No. 90-133, Amending sec. 2.8-1; Subsection (d)(2) of the County Code).

Except where precluded by federal or State laws or regulations, each contract or business transaction or renewal thereof which involves the expenditure of ten thousand dollars ($10,000) or more shall require the entity contracting or transacting business to disclose the following information. The foregoing disclosure requirements do not apply to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State.

1. Does your firm have a collective bargaining agreement with its employees?
___ Yes ___ No

2. Does your firm provide paid health care benefits for its employees?
___ Yes ___ No

3. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

White:	____ Males ____ Females	Asian:	____ Males ____ Females
Black:	____ Males ____ Females	American Indian:	____ Males ____ Females
Hispanics:	____ Males ____ Females	Aleut (Eskimo):	____ Males ____ Females
_____:	___ Males ____ Females:	_____:	____ Males ____ Females

__III. AFFIRMATIVE ACTION/NONDISCRIMINATION OF EMPLOYMENT, PROMOTION AND PROCUREMENT PRACTICES (County Ordinance 98-30 codified at 2-8.1.5 of the County Code.)

In accordance with County Ordinance No. 98-30, entities with annual gross revenues in excess of $5,000,000 seeking to contract with the County shall, as a condition of receiving a County contract, have: i) a written affirmative action plan which sets forth the procedures the entity utilizes to assure that it does not discriminate in its employment and promotion practices; and ii) a written procurement policy which sets forth the procedures the entity utilizes to assure that it does not discriminate against minority and women-owned businesses in its own procurement of goods, supplies and services. Such affirmative action plans and procurement policies shall provide for periodic review to determine their effectiveness in assuring the entity does not discriminate in its employment, promotion and procurement practices. The foregoing notwithstanding, corporate entities whose boards of directors are representative of the population make-up of the nation shall be presumed to have non-discriminatory employment and procurement policies, and shall not be required to have written affirmative action plans and procurement policies in order to receive a County contract. The foregoing presumption may be rebutted.

The requirements of County Ordinance No. 98-30 may be waived upon the written recommendation of the County Manager that it is in the best interest of the County to do so and upon approval of the Board of County Commissioners by majority vote of the members present.

_____ The firm does not have annual gross revenues in excess of $5,000,000.

_____ The firm does have annual revenues in excess of $5,000,000; however, its Board of Directors is representative of the population make-up of the nation and has submitted a written, detailed listing of its Board of Directors, including the race or ethnicity of each board member, to the County's Department of Business Development, 175 N.W, 1st Avenue, 28th Floor, Miami, Florida 33128.

_____ The firm has annual gross revenues in excess of $5,000,000 and the firm does have a written affirmative action plan and procurement policy as described above, which includes periodic reviews to determine effectiveness, and has submitted the plan and policy to the County's Department of Business Development 175 N.W. 1st Avenue, 28th Floor, Miami, Florida 33128;

_____ The firm does not have an affirmative action plan and/or a procurement policy as described above, but has been granted a waiver.

__IV. MIAMI-DADE COUNTY CRIMINAL RECORD AFFIDAVIT (Section 2-8.6 of the County Code)

The individual or entity entering into a contract or receiving funding from the County ____ has ____ has not as of the date of this affidavit been convicted of a felony during the past ten (10) years.

An officer, director, or executive of the entity entering into a contract or receiving funding from the County ____ has ____ has not as of the date of this affidavit been convicted of a felony during the past ten (10) years.

__V. MIAMI-DADE EMPLOYMENT DRUG-FREE WORKPLACE AFFIDAVIT (County Ordinance No. 92-15 codified as Section 2-8.1.2 of the County Code)

That in compliance with Ordinance No. 92-15 of the Code of Miami-Dade County, Florida, the above named person or entity is providing a drug-free workplace. A written statement to each employee shall inform the employee about:

1. danger of drug abuse in the workplace
2. the firm's policy of maintaining a drug-free environment at all workplaces
3. availability of drug counseling, rehabilitation and employee assistance programs
4. penalties that may be imposed upon employees for drug abuse violations

The person or entity shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination.

Compliance with Ordinance No. 92-15 may be waived if the special characteristics of the product or service offered by the person or entity make it necessary for the operation of the County or for the health, safety, welfare, economic benefits and well-being of the public. Contracts involving funding which is provided in whole or in part by the United States or the State of Florida shall be exempted from the provisions of this ordinance in those instances where those provisions are in conflict with the requirements of those governmental entities.

__VI. MIAMI-DADE EMPLOYMENT FAMILY LEAVE AFFIDAVIT (County Ordinance No. 142-91 codified as Section 11A-29 et. seq of the County Code)

That in compliance with Ordinance No. 142-91 of the Code of Miami-Dade County, Florida, an employer with fifty (50) or more employees working in Dade County for each working day during each of twenty (20) or more calendar work weeks, shall provide the following information in compliance with all items in the aforementioned ordinance:

An employee who has worked for the above firm at least one (1) year shall be entitled to ninety (90) days of family leave during any twenty-four (24) month period, for medical reasons, for the birth or adoption of a child, or for the care of a child, spouse or other close relative who has a serious health condition without risk of termination of employment or employer retaliation.

The foregoing requirements shall not pertain to contracts with the United States or any department or agency thereof, or the State of Florida or any political subdivision or agency thereof. It shall, however, pertain to municipalities of this State.

__VII. DISABILITY NON-DISCRIMINATION AFFIDAVIT (County Resolution R-385-95)

That the above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction in the following laws: The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions; The Rehabilitation Act of 1973, 29 U.S.C. Section 794; The Federal Transit Act, as amended 49 U.S.C. Section 1612; The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631. The foregoing requirements shall not pertain to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State.

__VIII. MIAMI-DADE COUNTY REGARDING DELINQUENT AND CURRENTLY DUE FEES OR TAXES (Sec. 2-8.1(c) of the County Code)

Except for small purchase orders and sole source contracts, that above named firm, corporation, organization or individual desiring to transact business or enter into a contract with the County verifies that all delinquent and currently due fees or taxes -- including but not limited to real and property taxes, utility taxes and occupational licenses -- which are collected in the normal course by the Dade County Tax Collector as well as Dade County issued parking tickets for vehicles registered in the name of the firm, corporation, organization or individual have been paid.

__IX. CURRENT ON ALL COUNTY CONTRACTS, LOANS AND OTHER OBLIGATIONS

The individual entity seeking to transact business with the County is current in all its obligations to the County and is not otherwise in default of any contract, promissory note or other loan document with the County or any of its agencies or instrumentalities.

__X. PROJECT FRESH START (Resolutions R-702-98 and 358-99)

Any firm that has a contract with the County that results in actual payment of $500,000 or more shall contribute to Project Fresh Start, the County's Welfare to Work Initiative. However, if five percent (5%) of the firm's work force consists of individuals who reside in Miami-Dade County and who have lost or will lose cash assistance benefits (formerly Aid to Families with Dependent Children) as a result of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the firm may request waiver from the requirements of R-702-98 and R-358-99 by submitting a waiver request affidavit. The foregoing requirement does not pertain to government entities, not for profit organizations or recipients of grant awards.

__XI. DOMESTIC VIOLENCE LEAVE (Resolution 185-00; 99-5 Codified At 11A-60 Et. Seq. of the Miami-Dade County Code).

The firm desiring to do business with the County is in compliance with Domestic Leave Ordinance, Ordinance 99-5, codified at 11A-60 et. seq. of the Miami Dade County Code, which requires an employer which has in the regular course of business fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or proceeding calendar years, to provide Domestic Violence Leave to its employees.

I have carefully read this entire five (5) page document entitled, "Miami-Dade County Affidavits" and have indicated by an "X" all affidavits that pertain to this contract and have indicated by an "N/A" all affidavits that do not pertain to this contract.

By:_____ _____
(Signature of Affiant) (Date)

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____

200__ by _____. He/She is personally

known to me or has presented _____ as identification.
(Type of Identification)

_____ _____
(Signature of Notary) (Serial Number)

_____ _____
(Print or Stamp of Notary) (Expiration Date)

Notary Public – Stamp State of _____ Notary Seal
(State)

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1. **This sworn statement is submitted to** Miami-Dade County

by _____
(print individual's name and title)

for _____
(print Name of entity submitting sworn statement)

whose business address is _____

and if applicable its Federal Employer Identification Number (FEIN) is _____
If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

2. **I understand that a "public entity crime" as defined in paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to public entity or agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.**

3. **I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.**

4. **I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:**
   1. **A predecessor or successor of a person convicted of a public entity crime; or 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.**

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States within the legal power to enter into a binding contact and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____ _____

OR Produced Identification _____ Notary Public - State of _____

_____ My commission expires _____
(Type of Identification)

_____
(Printed typed or stamped commissioned name of notary public)

2007 Discretionary & Pre-Agreement Land Acquisition

citizens' oversight committee safe neighborhood parks

EXHIBIT 1

DISTRICT 8

Palmetto Bay	Palmetto Bay Park
Purchase and install 4 elements for boundless playground, surfacing and 2 shelters.	

BUDGET ITEMS	Fiscal Year 2007-2008
PLANNING	
DESIGN	
PROJECT ADMINISTRATION	
PRE-AGREEMENT SOFT COSTS	
LAND/BLDG ACQUISITION	
CONSTRUCTION	
Shelters (Pre-Agreement Cost)	107,500
Surfacing for Playground (Pre-Agreement Cost)	30,000
TOTAL CONSTRUCTION	137,500
ART ALLOWANCE (Miami-Dade Only)	
FIXTURES, FURNITURE, EQUIPMENT	42,500
OTHER COSTS	
EXPENDITURE TOTALS	180,000

Remarks

Minutes of 7/12/07 Grant Review meeting. Requires $180,000 match. FF&E: 4 boundless playground elements. Minutes of 3/06/08 MAAR meeting approval of pre-agreement costs.