

# Memorandum

MIAMI-DADE  
COUNTY

Date: May 17, 2005

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

From:   
County Manager

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

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

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

## **RECOMMENDATION**

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

## **BACKGROUND**

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

  
Assistant County Manager



# MEMORANDUM

(Revised)

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

**DATE:** May 17, 2005

**FROM:** Robert A. Ginsburg  
County Attorney

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

Please note any items checked.

**“4-Day Rule” (“3-Day Rule” for committees) applicable if raised**

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

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

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

**Budget required.**

**Statement of fiscal impact required**

**Bid waiver requiring County Manager’s written recommendation**

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

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

**No committee review**

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

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

RESOLUTION NO. \_\_\_\_\_

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

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

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

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

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

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

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

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

Joe A. Martinez, Chairman	
Dennis C. Moss, Vice-Chairman	
Bruno A. Barreiro	Dr. Barbara Carey-Shuler
Jose "Pepe" Diaz	Carlos A. Gimenez
Sally A. Heyman	Barbara J. Jordan
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

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

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

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



Gerald T. Heffernan

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

**SECTION 1. BACKGROUND**

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

**SECTION 2. SCOPE**

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

**SECTION 3. GENERAL**

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

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

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

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

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

## SECTION 4. DEFINITIONS

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

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

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

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

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

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

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

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

**“County”** means Miami-Dade County, Florida.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**"Recipient"** means an entity receiving a Funding Allocation.

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

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



Professional Services Agreement selection/permit processing fees)

- Planning Services - Master Plan development and approval, feasibility studies
- Design Services - schematic design, design development, construction documents, bidding or negotiation, as built drawings

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

## **SECTION 5. FUNDING CYCLES; APPLICATION SUBMISSION PERIODS**

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

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

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

## **SECTION 6. FUNDING APPLICATION**

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

- 1) Completed Funding Application Form.

- 2) Completed Line Item Budget. The line item budget must be submitted with budget justifications for the Construction and Fixture, **Furniture and Equipment** line items. The justification should provide detailed descriptions of the project elements. Reimbursement for Fixture, Furniture & Equipment is contingent upon prior inclusion and approval of these expenses in the Funding Agreement. (See Section 9B-11).
- 3) Letter(s) of commitment for matching funds that complement the Funding Allocation request as may be required by the application.
- 4) Projected completion date for the Project.
- 5) Project location map.
- 6) For Development Projects, certification of ownership by the Applicant or evidence of land tenure sufficient to satisfy the Board that the project complies with the terms of the Ordinance.
- 7) An Applicant shall submit a resolution, which at a minimum: (i) authorizes the execution of the Funding Agreement; (ii) commits the Applicant to complete the Project; (iii) as applicable, commits the Applicant to provide operating, maintenance and programming funds upon completion of the Project, to the extent allowed by law; and (iv) provides that the Funding Allocation shall not be used in substitution of other capital project funding.
- 8) A Community Based Organization shall submit a board resolution which at a minimum: (i) authorizes the execution of the Funding Agreement; (ii) commits the organization to complete the Project; (iii) and as applicable, commits the organization to provide operating, maintenance and programming funds upon completion of the Project.
- 9) An Applicant may request funding for a major Project in phases. Each phase shall constitute a distinct portion of the proposed Project. Each Applicant requesting funding for a Project in phases shall commit to completing the Project as defined in the Funding Agreement unless otherwise modified by approval of the Board in accordance with these rules and the Ordinance.

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

- 1) The costs and activities are funded as part of the Funding Allocation award and are in compliance with the requirements of the Ordinance and these rules.
- 2) The Pre-agreement Expenses for all subsequent Series (after Series 05) were incurred no earlier than one (1) year prior to the application date, unless previously approved by the Board.

## SECTION 7. ELIGIBILITY REQUIREMENTS

### A) Economic Development Fund

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

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

#### 1) Program Objectives

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

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

#### 2) Program Descriptions and Criteria

##### a) Historic Preservation Fund

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

##### Eligibility Requirements:

Applicants:

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

#### b) Not-for Profit Community Organization Capital Fund

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

##### Eligibility Requirements:

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

#### c) Primary Healthcare Facilities Fund

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

##### Eligibility Requirements:

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

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

## **SECTION 8. ELIGIBILITY DETERMINATION AND EVALUATION**

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

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

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

## **SECTION 9. FUNDING ALLOCATION ADMINISTRATION & REIMBURSEMENT POLICY**

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

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

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

- 1) **Cost of Issuance of Bonds.** Not more than one percent (1%) of the value of each Funding Allocation award may be earmarked for all costs incidental to the preparation, issuance and administration of the Building Better Communities General Obligation Bond Program.
- 2) **Timing.** Project costs eligible for reimbursement shall be incurred between the effective date of, and the Project completion date identified in, the Funding Agreement with the exception of Pre-agreement Expenses.
- 3) **Soft Cost Limits.** Project Planning, Design and Administration, as defined in Section 4, are eligible Project soft costs provided that bond proceeds utilized to pay for such costs do not exceed seventeen percent (17%) of the total bond proceeds allocated to a given Project. This limitation may be waived by the Board. Where a major Project is funded in phases, this cost limit may not necessarily apply to each individual Project phase, but must apply to the total Funding Allocation for the Project.
- 4) Recipients will implement their own procurement process, however, they shall comply with all applicable Federal, State and local laws and regulations and may be subject to other County regulations and Administrative Orders directed by the Board. No Bid Waivers or Sole Source acquisitions shall be permitted unless they receive prior approval of the Board.
- 5) Recipients are responsible for managing the day-to-day operations of Funding Allocation supported activities. Recipients must monitor Funding Allocation supported activities to assure compliance with the Ordinance, these rules, the Funding Agreement, and all applicable Federal, State, and local requirements.
- 6) Payments to the Recipient may be withheld at any time that the Recipient fails to comply with the terms of the Funding Agreement. Funds withheld for failure to comply with the terms of the Funding Agreement but without suspension of the Funding Allocation shall be released to the Recipient upon subsequent compliance.
- 7) Completion of the authorized signature form (Exhibit A).
- 8) In general, payment shall be made on a reimbursement basis. A Funding Allocation Recipient may, upon submission of a Request for Advance Payment form (Exhibit B), receive an advance payment no more that 180 days in advance of the allocation schedule approved by the Board, for up to 25% of the value of the Building Better Communities General Obligation Bond funds awarded for the subject Project. All advance payments received by a Recipient shall be maintained in a separate interest bearing account and may not be co-mingled with other funds. All advances must be fully accounted for within one (1) year of the date of the approval and before subsequent reimbursement requests are paid. The recipient will be required to close the account and submit a check to the County for the interest earned accompanied by an Interest Earned on Advance Form (Exhibit C). Upon receipt of the check and supporting documentation all subsequent reimbursement requests can be paid. Checks must be made payable to Miami-Dade County Board of County

Commissioners and forwarded to the Office of the County Manager.

- 9) Recipients must submit reimbursement requests on a quarterly basis, December 31, March 31, June 30 and September 30. If a Recipient is unable to submit a reimbursement request by the quarterly deadline, a written justification indicating the reason for the delay and expected submission date is required to be submitted by the deadline. Failure to comply with this requirement shall render the Recipient in non-compliance with the Administrative Rules and may result in reduction or forfeiture of payment, at the discretion of the County Manager. Failure to submit two consecutive requests shall be deemed a forfeiture of all rights unless specifically waived by the County Manager. The Recipient must submit a written explanation for such delays in order to be considered for a waiver of this requirement and all such waivers shall be made at the sole discretion of the County Manager.
- 10) Recipients shall complete, sign, and submit to the County Reimbursement Request forms as necessary (Exhibits D through H). All Contractual Services/Direct Payment and Furniture, Fixtures & Equipment reimbursement requests must be accompanied by supporting documentation (i.e., copies of invoices, receipts and check payments).
- 11) Reimbursement requests for Furniture, Fixtures & Equipment items must be included and approved in the Funding Agreement prior to acquisition. Written requests for Furniture, Fixtures & Equipment approval must be accompanied by Exhibit H.
- 12) Ten percent (10%) of the value of the Building Better Communities General Obligation Bond funding for a given Project shall be retained by the County until the Project is complete for all projects in excess of \$100,000, unless otherwise recommended in writing by staff and approved by the Board. Upon completion of a Project, a signed project completion certificate (Exhibit I) must be submitted with the final reimbursement request forms in order for the retainer to be released.
- 13) The County Manager may require that reimbursement requests for any Funding Allocations requiring a cash match must be accompanied by documentation of the expenditure of committed match funds (i.e., copies of invoices, canceled checks, etc.).
- 14) Each Recipient will ensure that all contractors and consultants perform in accordance with the terms, conditions and specifications of their contracts or purchase orders and that all Federal, State and local contracting rules apply.
- 15) Each Recipient shall maintain an accounting system, which meets generally accepted accounting principles, and shall maintain all required financial records to properly account for all Building Better Communities General Obligation Bond funds and any supplemental funds used for the Project. The Recipient shall at all times maintain a separate accounting of all Building Better Communities General Obligation Bond funds.
- 16) Each Recipient shall be responsible for reporting, on a continuous, on-going basis, any contractual relationship established to perform work on the project, start dates, progress payments, completion dates, etc. in the system provided by the County.
- 17) The Recipient shall be responsible for completing the Project. If the total cost of the Project exceeds the value of the Funding Allocation, then the Recipient must provide any

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

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

- 1) **Appraisal Required.** Prior to acquisition of a Project site, a Recipient must obtain an appraisal or appraisals supporting the fair market value of the land to be acquired. Pursuant to State law, if the property is \$500,000 or less in appraised value, one appraisal is required. If the property exceeds \$500,000 in appraised value, two appraisals are required.
- 2) **Amount Authorized for Payment.** The amount of Funding Allocation authorized for payment for land acquisition shall in no case exceed the Funding Allocation available for such purpose. In the event that the negotiated acquisition price exceeds by ten percent or greater the appraised value of the land, the disbursement of Funding Allocation shall be conditioned upon a written justification for the purchase price and other conditions attendant to the proposed purchase, which justification is declared satisfactory by the Board in writing. Appraisal costs are eligible Funding Allocation costs as long as the appraised property is being realistically and seriously considered for Acquisition, regardless of the outcome.
- 3) **Environmental Survey.** The Recipient may not purchase property with Funding Allocation until a Phase I environmental survey is completed, which demonstrates that the property is suitable for its intended general use and for the specific Project.
- 4) **Signage.** For Acquisition only Projects, for six months following Acquisition, the Recipient shall post a sign, in the general design provided by the County, containing the Building Better Communities General Obligation Bond logo, identifying the source of Project funding. The cost of such a sign is eligible for payment from the Funding Allocation.
- 5) **Ownership.** Title to land acquired with Building Better Communities General Obligation Bond funds shall vest with a Public Agency or a legally incorporated 501(c)(3) Not-for-Profit Community Organization. Facilities constructed/developed with Building Better Communities General Obligation Bond funds shall vest with a Public Agency or a legally incorporated 501(c)(3) Not-for-Profit Community Organization.

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

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



## 2) Cost Elements.

- a) **Construction Equipment.** Recipients are required to use their own equipment, if available. If a Recipient's equipment is used, the maximum Funding Allocation payment shall cover operating and routine maintenance costs of such equipment; the Funding Allocation excludes any depreciation or replacement cost from payment. If an Applicant's equipment is used, a report or source document must describe the work performed, indicate the hours used and be related to the Project. If a Recipient does not have needed construction equipment available, then the Recipient may rent such equipment.
- b) **Construction Supplies and Materials.** Supplies and materials may be purchased for a specific Project or may be drawn from a central stock, providing they are claimed at a cost no higher than that which the Recipient paid. When supplies and/or materials are purchased with the intention of constructing a piece of equipment, structure or part of a structure, the costs that are charged as supplies and materials may be capitalized according to the Recipient's normal practice or policy. If capitalized, only the cost reasonably attributable to the Project may be claimed under the Project.
- c) **Personnel or Employee Services.** Services of the Recipient's employees who perform work directly related to the accomplishment of the Project are eligible costs. These costs must be computed according to the Recipient's prevailing wage or salary scales and may include fringe benefit costs, such as vacations, sick leave, FICA, MICA, health and life insurance, and workers compensation at the Recipient's established fringe benefit rate. Costs charged to the Project must be computed on the basis of actual time spent on the Project, and supported by time and attendance records describing the work performed on the Project. Overtime costs may be allowed under the Recipient's established policy, provided that the regular work time was devoted to the same Project. Salaries and wages claimed for employees working on Allocation-funded Projects must not exceed the Recipient's established rates for similar positions. Alternative methodologies for established wage rates must be pre-approved by the Board.
- d) **Consultant Services.** The costs of consultant services necessary for the Project are eligible. The Recipient must pay consultants according to the Recipient's customary or established method and rate. No consultant fee may be paid to the Recipient's own employees.

## 3) Cost Activities.

- a) **Construction activities.** The cost of all necessary construction activities, from site preparation (including demolition, survey, excavation and other site work) to the completion of a structure is eligible for payment from the Funding Allocation.
- b) **Fixtures, Furnishings and Equipment (FF&E).** The cost of fixtures, furnishings and equipment necessary to operate the facility are eligible if approved in the Funding Agreement prior to acquisition (See Section 9B11). Consumable goods shall not be considered eligible. (Please refer to Section 4 for a detailed definition of FF&E)
- c) **Interpretive Signs and Aids.** The cost of signs, display boards or other interpretive aids

relating to the Project are eligible.

- d) **Signage.** During the time period of Development, the Recipient shall post a sign at the Project site, in the general design provided by the County, containing the Building Better Communities General Obligation Bond logo, identifying the source of funding for the Project. The cost of such a sign is eligible for payment from the Funding Allocation.
  - e) Recipients are encouraged to use value-engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions.
- 4) The following is a nonexclusive list of ineligible costs:
- a) Funding Application costs.
  - b) Ceremonial expenses.
  - c) Expenses for publicity.
  - d) Bonus payments unless specifically authorized by the Board of County Commissioners.
  - e) Charges in excess of the lowest responsive and responsible bid or proposal in accordance with the governing rules and procedures of the Recipient, when the law requires the Recipient to utilize competitive selection.
  - f) Charges for deficits or overdrafts.
  - g) Charges incurred contrary to the policies and practices of the Recipient.
  - h) Interest expense (May be reimbursed at the discretion of the Board if incurred during the construction period and is attributable only to the construction period)
  - i) Litigation expenses or judgments, except for those awards resulting from an eminent domain taking.
  - j) The cost of services, material or equipment obtained under any other program.
  - k) Costs of discounts not taken.
  - l) The cost of purchasing a non-refundable option when acquiring land.

#### **E) Budget Changes.**

- 1) Recipients shall adjust their Project budgets to reflect actual costs and updated cost estimates and shall submit adjusted Project budgets to the Manager with the project completion certificate.
- 2) Budget adjustments may not exceed the 17% limitation for design, planning, and program administration, nor exceed the total budget award allocation, without approval of the Board.
- 3) Recipients shall obtain the prior written approval of the Manager for whenever budget adjustments are anticipated as outlined in a and b, below, and approval of the Board whenever budget adjustments are anticipated as outlined in c, below. The request must be in the same budget format the Recipient used in the Agreement and shall be accompanied by a narrative justification for the proposed revision. Such request for adjustment shall, if approved, amend the Funding Agreement. Requests for budget changes shall be considered whenever any of the following adjustments are required:
  - a) For any Project involving both Acquisition and Development activities, any proposed budget transfers from Acquisition to Development or vice versa.

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

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

- 1) Provide a justification for the additional costs;
- 2) Identify available funds for the completion of the Project; and, if necessary
- 3) Request from the Board a reduction in the Project scope consistent with the terms of the Ordinance.

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

## SECTION 10. COMPLIANCE RESPONSIBILITIES

The following constitute general requirements for program compliance:

- A) An annual independent audit of the Building Better Communities General Obligation Bond funds must be submitted by all Recipients to the County Manager's Office by June 1<sup>st</sup>, following the fiscal year for which the audit was performed. An audit must be submitted from all funded Recipients, even if they did not submit or receive reimbursements during the fiscal year. The audit report must include the Fund Summary Status Report, Exhibit J. The audit must be performed by certified independent auditors and include the following:
  - 1) Test for compliance with the Funding Agreement, Miami-Dade County Ordinance No. 05-47, applicable resolutions and the Building Better Communities General Obligation Bond Administrative Rules.
  - 2) Test to verify compliance with advance requirements.
  - 3) Sufficient tests, as determined by the independent auditor to verify true and accurate reflection of project expenditures.

- 4) Tests to verify expenditure of required match dollars.
  - 5) Verification of the Fund Summary Status Report.
- B) Land and facilities acquired, developed, improved or rehabilitated by Funding Allocation shall be dedicated and maintained in perpetuity for the use and benefit of the general public except where leases are in effect. Any land, facilities, or equipment acquired with Building Better Communities General Obligation Bond funds may not be sold or transferred without the written consent of the County and may require an equitable reimbursement of bond funding based on residual value. All projects shall be open to the public at reasonable times and shall be managed in a safe and attractive manner appropriate for public use.
- C) Funding Allocation for the purposes of development, improvement, rehabilitation or restoration shall be expended for these purposes only on lands owned by a Recipient or on lands for which the Recipient holds a lease or other use agreement. Such lease or other use agreement must be for an unexpired term of 25 years. The Funding Allocation Recipient may demonstrate the eligibility of the Project to the reasonable satisfaction of the Board, through a joint ownership, use, franchise or other agreement, evidencing that the lands and/or the Project will be utilized for the public benefit, consistent with the terms of this Ordinance, for a term of at least 25 years in duration. The lease must not be revocable at will.
- D) Recipient shall maintain all financial and programmatic records, supporting documents and other records pertinent to the Funding Allocation for a period of three years from the starting date defined below. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three year period, whichever is later. When Funding Allocation support is continued or renewed at annual or other intervals, the retention period for the records of each funding period starts on the day the Recipient submits to the County its single or last expenditure report for that period. In all other cases, the retention period starts on the day the Recipient submits its final expenditure report.
- E) The Board and the County, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers or other records of the Recipient in order to make audits, examinations, excerpts and transcripts.
- F) If a Recipient materially fails to comply with any term of an award, the Board or the County Manager may take one or more of the following actions, as appropriate in the circumstances:
- 1) Temporarily withhold cash payments pending correction of the deficiency by the Recipient.
  - 2) Disallow all or part of the cost of the activity or action not in compliance.
  - 3) Wholly or partly suspend or terminate the current award for the Recipient's program.
  - 4) Withhold further Funding Allocation awards from the Recipient, or
  - 5) Take other remedies that may be legally available.

- G) Any of the enforcement actions listed in paragraph F above, taken by the Manager, which are contested and unresolved between the Recipient and the County within thirty days of such action, will result in the Board providing the Recipient with an opportunity to be heard on the issue. Said hearing will occur within sixty days of the Board receiving the Recipient's written request. Staff will recommend appropriate action to the Board.
- H) Costs of Recipient resulting from obligations incurred by the Recipient during a suspension or after termination of an award are not allowable unless the Manager expressly authorizes them in the notice of suspension or termination or subsequently authorizes them in writing. Other Recipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
- 1) The costs result from obligations which were properly incurred by the Recipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancelable; and
  - 2) The costs would be allowable if the award was not suspended or if the award expired normally at the end of the funding period in which the termination takes effect.
- D) Inspections. Staff of the Board or the County, or both, shall periodically inspect each Project to ensure compliance with these rules, the Ordinance, and the Funding Agreement. Staff shall perform an inspection of the Project site to ensure compliance prior to release of the final Funding Allocation payment.

## **SECTION 11. QUARTERLY REPORTS**

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

- A) Actual accomplishments of each Funding Allocation
- B) Problems encountered in implementation of each Funding Allocation
- C) Anticipated start and/or completion dates of each Funding Allocation

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

## **SECTION 12. PROJECT CLOSE-OUT**

- A) A Recipient has up to forty-five (45) days after the expiration or termination of the Funding Allocation to submit all final documentation including final reimbursement requests and project completion certificates.
- B) The close-out of a Funding Allocation does not affect:

- 1) The County's right to disallow costs and recover funds on the basis of a later audit or review;
  - 2) The Recipient's obligation to return any funds due as a result of later refunds, corrections or other transactions;
  - 3) Records retention responsibilities set forth above;
  - 4) Continuing responsibilities set forth in the Ordinance and these rules;
  - 5) Audit rights set forth in these rules.
- C) Any amounts paid to Recipient, in excess of the amount to which the Recipient is finally determined to be entitled under the terms of an award, constitute a debt to the County. If not paid within a reasonable period after demand, the County may reduce the debt by:
- 1) Making an administrative offset against other requests for reimbursement;
  - 2) Withholding payments otherwise due to the Recipient; or
  - 3) Taking other action provided by law.

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

### **SECTION 13. INTERPRETATION; ADMINISTRATION**

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

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

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

APPENDIX A

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

Dade Heritage Trust  
Historic Preservation Board

Alliance for Human Services  
Dade Community Foundation

Office of Countywide Health Care Planning

**AGREEMENT  
BETWEEN  
THE MUNICIPALITY OF \_\_\_\_\_, FLORIDA  
AND  
MIAMI-DADE COUNTY**

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

**WITNESSETH**

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

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

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

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

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

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



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

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

Section 2. **Funding Responsibilities:**

- a. **Project Funding Plan:** The Project funding plan identifies the costs covered by the County and the costs to be funded by the Municipality through a local funding plan or written project funding commitments from third parties.
- b. **Local Sponsor:** The Municipality has agreed to act as the local sponsor for this Project and as such shall delineate local funding responsibilities in accordance with a local funding plan.
- c. **Local Funding Plan:** The local funding plan delineates the following: Miami-Dade County to contribute \$ \_\_\_\_\_ and the Municipality of \_\_\_\_\_ to contribute all project costs in excess of the County contribution. These costs include, but are not limited to, costs associated with land rights-of-way, relocations, easements, and similar project requirements.
- d. **Responsibilities of the Municipality:** The Municipality, as sponsor for the Project, agrees to provide, and warrants and represents that it has, in combination with the County contributions, the amount of funding necessary for the completion of the Project.
- e. **Responsibilities of the County:** The County agrees to provide \$ \_\_\_\_\_ of the funds necessary to complete the project. This sum shall be provided in accordance with the reimbursement procedures contained herein and upon full disbursement of all other funds dedicated to the project. In the event that Project Milestones are not met on schedule, the dollars to be funded for said milestones will be delayed for one calendar year.
- f. **Reimbursement Procedures:** Project costs shall be reported to the County and summarized on the reimbursement request along with supporting documentation. The Municipality shall identify and demonstrate the disbursement of funds through receipts, canceled checks or other documentary evidence. Upon receipt of a reimbursement request from the Municipality, the County shall review the reimbursement request and note any errors, omissions or inconsistencies within twenty (20) days of receipt and report these to the Municipality, in writing. The County agrees to reimburse the Municipality, up to the limits of the County contribution, for the funds disbursed within thirty (30) days of the receipt of the reimbursement request, less any disputed charges.
- g. **Non-Compliance:** The County shall have the right to reimbursement, either in whole or in part as it may determine, of funds provided by the County hereunder for noncompliance by the Municipality with any of the terms of this Agreement.

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

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

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

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

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

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

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

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

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

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

The County:  
(Contact Name & Address)

The Municipality:  
(Contact Name & Address)

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

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

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

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

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

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

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

Section 19. **Indemnity:** To the extent permitted by law, the Municipality shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from, the performance of this Agreement by the Municipality or its employees, agents, servants, partners, principals, subconsultants or subcontractors. The Municipality shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that statute, whereby the Municipality shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgment or portions thereof, which when totaled with all other claims or judgment paid by the Municipality arising out of the same incident or occurrence, exceed the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the Municipality.

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

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

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

Municipality of \_\_\_\_\_, Florida

By: \_\_\_\_\_  
Municipality Manager                      Date

For the Board of Commissioners,  
Municipality of \_\_\_\_\_, Florida

\_\_\_\_\_, CLERK

Attest:

By: \_\_\_\_\_  
Clerk    Date

MIAMI-DADE COUNTY, FLORIDA

By: \_\_\_\_\_  
County Manager

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

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

HARVEY RUVIN, CLERK

Attest:

By: \_\_\_\_\_  
Deputy Clerk                                      Date

Approved by County Attorney as  
to form and legal sufficiency. \_\_\_\_\_

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

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

ARTICLE I - DESCRIPTION OF GRANT

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

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

ATTEST:

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

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_  
County Manager

GRANTEE: \_\_\_\_\_

on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

(Grantee's Corporate Seal)

Federal Identification # \_\_\_\_\_

By \_\_\_\_\_  
Chairman or President

\_\_\_\_\_  
Type or Print Above Signature

By \_\_\_\_\_  
Treasurer/ Chief Fiscal Officer

\_\_\_\_\_  
Type or Print Above Signature

By \_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Type or Print Above Signature

Approved by County Attorney as  
to form and legal sufficiency.

\_\_\_\_\_



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

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

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

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

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

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

NOW THEREFORE, pursuant to the County Commission action on \_\_\_\_\_, 2005, Ordinance No. \_\_\_\_\_, which specifically authorizes the County Manager to execute such agreements, sub-agreements and other required contracts and documents, to expend Building Better Communities Bond funds received for the purpose described in the funding request, and in consideration of the mutual promises and covenants contained herein and the mutual benefits to be derived from this Agreement, the parties hereto agree as follows:

## ARTICLE II - GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (e) Miami-Dade County Code Chapter 11A Article V regarding Family Leave.
- (f) Miami-Dade County Code Chapter 11A –Discrimination and County Resolution R-385-95 as amended by Resolution R-182-00- Miami-Dade County Disability Nondiscrimination, incorporating the following Federal laws and Acts:
  - (1) The Americans with Disabilities Act of 1990 (ADA), Pub.L. 101-336, 104 Stat. 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment;
  - (2) Title II, Public Services;
  - (3) Title III, Public Accommodation and Services Operated by Private Entities; and Section 504 of the Rehabilitation Act of 1973;
  - (4) Title IV, Telecommunications;
  - (5) Title V, Miscellaneous Provisions: The Rehabilitation Act of 1973, 29 U.S.C. Section 794; The Federal Transit Act, as amended 49 U.S.C. Section 1612; The Fair House Act as amended, 42 U.S.C. Section 3601 - The foregoing requirements of this section shall not pertain to contracts with the United States or any department or agency thereof, or the State or any political subdivision or agency thereof or any municipality of this State;
- (g) Section 2-8.1 (c) of the County Code regarding Delinquent and Currently Due Fees or Taxes;
- (h) Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Title IX of the Education Amendments of 1972 as amended (42 U.S.C. 2000d et. Seq.).

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

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

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

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

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

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

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

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

### **ARTICLE III - INSURANCE**

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

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

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

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

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

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

#### **ARTICLE IV - TERMINATION**

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

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

#### **ARTICLE V - SPECIAL CONDITIONS**

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



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

**EXHIBIT 1: PROJECT NARRATIVE**

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

**Name/Address of  
Facility:**

**Project Title:**

**Project Dates:**

**Narrative/Description:**



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

**EXHIBIT 2A: PROJECT BUDGET**

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

NOTE: Total project expenses and revenues must equal.

**CASH REVENUES**

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


**Other Matching Funds (list sources and amounts):**


**Building Better Communities Grant:**

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**CASH EXPENSES**

**(Identify specific project items and amounts)**


**TOTAL REVENUES:** \_\_\_\_\_

**TOTAL EXPENSES:** \_\_\_\_\_

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

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

**EXHIBIT 2B: GRANT AWARD BUDGET**

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

**BUILDING BETTER COMMUNITIES GRANT EXPENSES ONLY:**

<b>Item</b>	<b>Amount</b>
<b>TOTAL GRANT AWARD:</b>	

44