MEMORANDUM

Agenda Item No. 8(M)(1)

TO:	Honorable Chairwoman Rebeca Sosa and Members, Board of County Commissioners	**DATE:**	September 16, 2014
FROM:	R. A. Cuevas, Jr. County Attorney	**SUBJECT:**	Resolution approving Interlocal Agreement between Miami-Dade County and the City of Miami relating to grant in amount of $6,000,000.00 from Project 124 Economic Development fund of Building Better Communities General Obligation Bond Program

The accompanying resolution was prepared by the Regulatory and Economic Resources Department and placed on the agenda at the request of Prime Sponsor Commissioner Bruno A. Barreiro.

R. A. Cuevas, Jr.
County Attorney

RAC/cp

Memorandum

MIAMI-DADE COUNTY

Date: September 16, 2014

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Resolution Approving Interlocal Agreement between the City of Miami and County and Authorizing its Execution relating to Building Better Communities Economic Development Grant for Flagler Street Reconstruction Project

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Recommendation

It is recommended that the Board of County Commissioners (Board) adopt the attached resolution approving an Interlocal Agreement (Interlocal Agreement) with the City of Miami (City) with respect to a grant previously approved by this Board in the amount of $6,000,000.00 from Project 124 Economic Development Fund (EDF) of the Building Better Communities General Obligation Bond (BBC GOB) Program for the partial funding of certain public infrastructure improvements described in Exhibit A to the Interlocal Agreement in connection with the reconstruction of Flagler Street in downtown Miami (Flagler Street Reconstruction Project) and authorizing the County Mayor or County Mayor's designee to execute the Interlocal Agreement on behalf of the County.

Scope

The Flagler Street Reconstruction Project is located in District 5, Commissioner Bruno Barreiro's District. Although economic development opportunities and job creation are expected to accrue primarily to Miami's downtown area, the overall impact of renewed economic activity and additional jobs which will result from the Flagler Street Reconstruction Project are expected to be countywide.

Fiscal Impact/Funding Source

The Interlocal Agreement provides that $6,000,000.00 from the BBC GOB Economic Development Fund Project 124 shall be made available to the City on a reimbursable basis for costs related to the Flagler Street Reconstruction Project. The funding source for the grant is BBC GOB bond proceeds. The County anticipates funding the grant in fiscal year 2014-2015.

Track Record/Monitor

The Regulatory and Economic Resources Department, Deputy Director Josh Gelfman, will be responsible for monitoring the Interlocal Agreement.

Background

Pursuant to Resolution R-616-14 adopted on July 1, 2014, the Board approved a $6 million allocation from Project 124 for the Flagler Street Reconstruction Project and directed the Mayor or Mayor's designee to begin negotiating the terms of a grant agreement/interlocal agreement for the Flagler Street Reconstruction Project. The Interlocal Agreement adequately addresses each of the applicable requirements in the BBC GOB Administrative Rules (Administrative Rules) as amended by Resolution No. R-668-10 adopted on June 15, 2010 with the exception of the requirement that the grant be in an amount between $10 million and $15 million which the Board waived. The attached resolution also approves the City as an eligible recipient of Project 124 EDF funds for purposes of the BBC GOB Administrative Rules.

The grant will provide funds to pay a portion of the costs of the public infrastructure improvements to Flagler Street in downtown Miami. These public infrastructure improvements will extend along

MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: September 16, 2014

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

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

Please note any items checked.

_____	**"3-Day Rule" for committees applicable if raised**
_____	**6 weeks required between first reading and public hearing**
_____	**4 weeks notification to municipal officials required prior to public hearing**
_____	**Decreases revenues or increases expenditures without balancing budget**
_____	**Budget required**
_____	**Statement of fiscal impact required**
_____	**Ordinance creating a new board requires detailed County Mayor's report for public hearing**
✓	**No committee review**
_____	**Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**
_____	**Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Flagler Street from Biscayne Boulevard to SW First Street and will transform the street into a more pedestrian oriented corridor that will act as a catalyst for economic development and new job creation, significantly benefiting downtown Miami, as well as the broader economy of the County. The proposed reconstruction of Flagler Street is expected to bring additional retail and food service activity along Flagler and adjacent side streets, as well as encourage renovation of office space on floors of existing buildings that are underutilized or not currently available for rent. It is estimated that this project will generate approximately 2,080 new direct jobs within five years after reconstruction is completed, along with an additional 1,940 jobs from indirect and induced economic effect as described on Exhibit B to the Interlocal Agreement.

The total cost of the reconstruction of Flagler Street is projected at $12.6 million. The City will be responsible for the remaining $6.6 million. The Interlocal Agreement provides that the City will be required to match any reimbursement it receives from the County for eligible capital expenses until it expends all of its share of the cost. The City shall also be responsible for the management of the Flagler Street Reconstruction Project. It is anticipated that the City will be reimbursed for eligible costs over eighteen months which will satisfy the Federal reimbursement requirements as well as the County's policy that reimbursements be disbursed over a period that is no more than five years. Pursuant to the Interlocal Agreement, all reimbursements to the City shall be accordance with the Administrative Rules.

Jack Osterholt, Deputy Mayor

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(M)(1)
9-16-14

RESOLUTION NO. _____

RESOLUTION APPROVING INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF MIAMI RELATING TO GRANT IN AMOUNT OF $6,000,000.00 FROM PROJECT 124 ECONOMIC DEVELOPMENT FUND OF BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM; APPROVING CITY AS ELIGIBLE RECIPIENT OF GRANT; AND AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AND DELIVER INTERLOCAL AGREEMENT ON BEHALF OF COUNTY

WHEREAS, pursuant to Resolution No. R-616-14 adopted on July 1, 2014 (the "Allocation Resolution"), this Board approved a grant to the City of Miami (the "City") in the amount of $6,000,000.00 from Project No. 124 - "Economic Development Fund" of the Building Better Communities General Obligation Bond Program ("Grant") to partially fund the reconstruction of Flagler Street in downtown Miami ("Flagler Street Reconstruction Project"); and

WHEREAS, this Board wishes to approve the City as the recipient of the Grant for purposes of the Building Better Communities General Obligation Bond Administrative Rules and to enter into an interlocal agreement with the City regarding the Grant and the City's responsibilities with respect to the funding and completion of the Flagler Street Reconstruction Project (the "Interlocal Agreement"); and

WHEREAS, the City Council has approved the Interlocal Agreement; and

WHEREAS, it is the best interest of the County and its citizens to enter into the Interlocal Agreement since the Flagler Street Reconstruction Project will be a catalyst for economic development and job creation in the downtown area of the City as more fully described in the Interlocal Agreement; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that the City is approved as a recipient of the Grant, the Interlocal Agreement is approved in substantially the form attached to this resolution as Exhibit A and the County Mayor or Mayor's designee is authorized to execute and deliver the Interlocal Agreement on behalf of the County.

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:

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro	Esteban L. Bovo, Jr.
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 16th day of September, 2014. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. JRK for GTH

Gerald T. Heffernan

BUILDING BETTER COMMUNITIES
INTERLOCAL AGREEMENT
BETWEEN
CITY OF MIAMI, FLORIDA
AND
MIAMI-DADE COUNTY, FLORIDA

Economic Development Fund
Flagler Street Reconstruction Project
GOB Project Number 124

THIS INTERLOCAL AGREEMENT (the "Agreement") by and between Miami-Dade County, a political subdivision of the State of Florida (the "County"), through its governing body, the Board of County Commissioners of Miami-Dade County, Florida (the "Board") and the City of Miami, Florida, a municipal corporation organized under the laws of the State of Florida, through its governing body, the Mayor and Council of the City of Miami, Florida (the "City") is entered into this _____ day of _____, 2014.

WITNESSETH:

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

WHEREAS, Resolution No. R-914-04 was one of those resolutions and it approved the issuance of general obligation bonds in the aggregate principal amount of $352,162,000 "to construct and improve walkways, bikeways, bridges and access to the Seaport, and other municipal and neighborhood infrastructure improvements to enhance quality of life" in accordance with the projects listed on Appendix A to the Resolution ("Appendix A"); and

WHEREAS, one of the projects listed on Appendix A was Project 124 entitled "Economic Development Fund" with a project description of "[p]rovide infrastructure improvements to spur economic development and attract new businesses to the community and to create jobs" ("Project 124");and

WHEREAS, the Board in Resolution No. R-616-14 adopted on July 1, 2014 approved an allocation not to exceed $6,000,000 ("Funding Allocation") to the City from Project124 for certain public infrastructure improvements described in Exhibit A to this Agreement ("Project") in connection with the reconstruction of Flagler Street in downtown Miami that will attract new development, investment and businesses and result in the creation of new permanent jobs in Miami's downtown central business district as described in Exhibit B to this Agreement; and

WHEREAS, the County anticipates funding the full amount of the Funding Allocation ($6,000,000) in Fiscal Year 2014-15 in accordance with the requirements in Section 2 and the funding plan in Section 4; and

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WHEREAS, the County and the City wish to enter into this Agreement to set forth the terms pursuant to which the County will disburse the Funding Allocation to the City; and

WHEREAS, both the City and County have authorized, by resolution, the execution and delivery of this Agreement,

NOW THEREFORE, the parties agree as follows:

Section 1. Parties, Effective Date and Term. The parties to this Agreement are the City and the County. The County Mayor has delegated the responsibility of administering this Agreement to the County's Office of Management and Budget or its successor or assigns ("OMB").

This Agreement shall take effect upon the date written above upon its execution by the authorized officers of the County and the City and shall terminate upon the satisfaction and completion of all the terms and conditions by the County and the City.

Section 2. Funding Requirements and Reimbursement Schedule. Subject to the availability of GOB bond/note proceeds ("Funds"), the requirements in this Section 2, the funding plan in Section 4 and the terms of this Agreement, the County agrees to make disbursements to the City, as soon as is practical, from available Funds, after receipt of invoices from the City for eligible capital costs incurred in connection with the Project. With each request for reimbursement, the City shall also provide a written statement that (a) the City is not in default pursuant to the provisions of this Agreement; (b) the Project has not been materially altered without the County's approval; (c) all requirements of the funding plan in Section 4 have been met; and (d) the reimbursement is in compliance with the IRC Reimbursement Rules defined below in this Section 2.

All Funds shall be disbursed on a reimbursement basis in accordance with the County's BBC GOB Administrative Rules which are attached as Attachment 1 ("Administrative Rules") and incorporated in this Agreement by reference. Other than the Funding Allocation pursuant to this Agreement, the County has no obligation to provide the City with any financial support in excess of the Funding Allocation. Cost overruns are the sole responsibility of the City. City understands and agrees that reimbursements to the City shall be made in accordance with federal laws governing the BBC GOB Program, specifically the Internal Revenue Code of 1986 and the regulations promulgated under it. Any reimbursement request by the City for eligible Project expenses shall be made no later than eighteen (18) months after the later of (a) the date the original expenditure is paid, or (b) the date the Project is placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid by the City (the "IRC Reimbursement Rules").

It is anticipated that the Project shall be placed in service by September 30, 2016 which is the expected completion date of the Flagler Street Reconstruction Project. For purposes of this Agreement, "placed in service" shall mean the date on which the Project is certified as completed by the City of Miami. Any significant delay in completion may impact the County's ability to reimburse the City due to the IRC Reimbursement Rules.

The County shall only be obligated to reimburse the City provided the City is not in breach of this Agreement and from available Funds and no other revenues of the County. The Funding Allocation shall be reduced by the amount of Funds disbursed from time to time pursuant to this Agreement. The County shall administer, in accordance with the Administrative Rules, available Funds as authorized by Board Resolutions.

Section 3. Project Description. The Project scope includes a complete reconstruction of Flagler Street between Biscayne Blvd and SW 1st Street, as described in Resolution No. R-616-14 adopted by the Board. The Project is a major infrastructure improvement that will enhance the quality of life which includes the construction and improvement of walkways, road access, and traffic mitigation. The Project will protect and leverage the historic assets of Flagler Street, such as the Olympia Theater, while promoting quality retail and restaurants. The road will be lowered and designed to follow new curb and gutter section. Parallel parking will be removed to accommodate wider sidewalks, to be replaced with intermittent bays for centralized valet. New trees will be planted that will provide a dense tree canopy to shade pedestrian activity. Cohesive design elements, such as landscaping, street furniture, signs, and public art will be added. Utilities along the corridor will be relocated and/or replaced as necessary to accommodate the new drainage system and new trees proposed for the project. The capital improvement elements of the Project eligible for funding from the Funding Allocation are set forth in Exhibit A.

If the City wishes to revise the Project for the purpose of completing the Project and such revisions substantially alter the Project, the City shall notify OMB in writing. OMB shall submit the request to the Mayor and/or Board for consideration as soon as it is practical. It is understood that the review process may take up to ninety days (90).

Section 4. Funding Plan. The total cost of the Project is approximately $13,000,000. Of that amount, the City is responsible for approximately $7,000,000 from its own funds and the County will fund $6,000,000 from the Funding Allocation. The Funding Allocation shall only reimburse the City for expenses set forth in Exhibit A which include eligible soft costs up to 17% of the Funding Allocation and eligible capital costs of the Project. No portion of the Funding Allocation shall be used to reimburse the City for working capital expenses i.e. security, traffic control. The City shall demonstrate that its share of the Project costs (approximately $7,000,000) is available before the County makes its initial disbursement to the City from the Funding Allocation. Each invoice from the City submitted to the County for reimbursement shall include evidence that the City funded a like amount of capital costs for which it is not seeking reimbursement (i.e. $1 million reimbursement from the County is matched by $1 million investment by the City).

Section 5. Compliance with Laws. Each party agrees to abide by and be governed by all Applicable Laws necessary for the development and completion of the Project. "Applicable Law" means any applicable law (including, without limitation, any environmental law), enactment, statute, code, ordinance, administrative order, charter, tariff, resolution, order, rule, regulation, guideline, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, or other direction or requirement of any governmental authority, political subdivision, or any division or department thereof, now existing or hereinafter enacted, adopted, promulgated, entered, or issued. Notwithstanding the foregoing, "Applicable Laws" and "applicable laws" shall expressly include, without limitation, all applicable zoning, land use, DRI

and Florida Building Code requirements and regulations, all applicable impact fee requirements, all requirements of Florida Statutes, specifically including, but not limited to, Section 255.05 related to payment and performance bonds, Section 255.20 related to contractor selection and Section 287.055 related to competitive selection of architects and engineers, all requirements of Chapters 119 and 286 of the Florida Statutes, Section 2-11.15 of the Code (Art in Public Places), and all other applicable requirements contained in this Agreement and Exhibit 1, which is hereby incorporated in this Agreement by this reference.

Section 6. City Obligations. All records of the City and its contractors pertaining to the Project shall be maintained in Miami-Dade County and, upon reasonable notice shall be made available to representatives of the County. In addition, the Office of Inspector General of Miami-Dade County shall have access thereto for any of the purposes provided in Section 2-1076 of the Code of Miami-Dade County.

The City shall cause each contract to include a provision that contractor shall comply with all requirements of Section 2-1076, and that contractor will maintain all files, records, accounts of expenditures for contractor's portion of the work and that such records shall be maintained within Miami-Dade County's geographical area and the County shall have access thereto as provided in this Agreement.

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

All applicable County Rules, Regulations, Ordinances, Resolutions, Administrative Orders, and the County Charter referenced in this Agreement are posted on the County's website: "miamidade.gov".

Section 7. Accounting, Financial Review, Access to Records and Audits. The City 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.

Pursuant to Section 2-1076 of the Miami-Dade County Code, the County shall have the right to engage the services of an Independent Private-Sector Inspector General ("IPSIG") to monitor and investigate compliance with the terms of this Agreement. THE MIAMI-DADE COUNTY OFFICE OF THE INSPECTOR GENERAL ("OIG") shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions, and contracts such as this Agreement for improvements some cost of which is funded with County funds.

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

The OIG shall have the power to retain and coordinate the services of an IPSIG who may be engaged to perform said random audits, as well as audit, investigate, monitor, oversee, inspect,

and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the City and contractor and their respective officers, agents and employees, lobbyists, subcontractors, materialmen, staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud. The OIG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to the City(and any affected contractor and materialman) from OIG, the City(and any affected contractor and materialman) shall make all requested records and documents available to the OIG for inspection and copying.

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

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

The provisions in this Section shall apply to the Municipality, its contractors and their respective officers, agents and employees. The City shall incorporate the provisions in this Section in all contracts and all other agreements executed by its contractors in connection with the performance of this Agreement. Any rights that the County has under this Section shall not be the basis for any liability to accrue to the County from the Municipality, its contractors or third parties for such monitoring or investigation or for the failure to have conducted such monitoring or investigation and the County shall have no obligation to exercise any of its rights for the benefit of the Municipality. This provision shall survive the early termination and/or the expiration of this Agreement.

Section 8. Relationship of the Parties. The parties agree that the City is an independent entity responsible solely for the Project and not an agent or servant of the County. No party or its officers, elected or appointed officials, employees, agents, independent contractors or consultants shall be considered employees or agents of any other party, nor to have been authorized to incur any expense on behalf of any other party, nor to act for or to bind any 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 9. 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 City 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 10. Breach, Opportunity to Cure and Termination.

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

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

(2) If the City shall breach any of the other covenants or provisions in this Agreement other than as referred to in Section 9(a)(1) and the City fails to cure its default within thirty (30) days after written notice of the default is given to the City by the County; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the City commences diligently and thereafter continues to cure.

(3) If the City fails to complete the Project within three (3) years of the effective date of this Interlocal Agreement'

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

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

(c) Remedies:

(1) Upon the occurrence of a default as provided in Section 9(a)(1) and such default is not cured within the applicable grace period, in addition to all other remedies conferred by this Agreement, the City shall reimburse the County, in whole or in part as the County shall determine, all funds provided by the County hereunder.

(2) Either party may institute litigation to recover damages for any default or to obtain any other remedy at law or in equity (including specific

performance, permanent, preliminary or temporary injunctive relief, and any other kind of equitable remedy).

(3) Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default.

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

(d) Termination:

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

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

(3) Upon termination of this Agreement pursuant to Section 9(d)(1) above, no party shall have any further liability or obligation to the other party except as expressly set forth in this Agreement; provided that no party shall be relieved of any liability for breach of this Agreement for events or obligations arising prior to such termination.

Section 11. Litigation Costs/Venue. In the event that the City 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 City 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 12. Naming Rights and Advertisements. It is understood and agreed between the parties hereto that the City is funded by Miami-Dade County. Further, by acceptance of these funds, the City agrees that Project(s) funded by this Agreement shall recognize and adequately reference the County as a funding source. In the event that any naming rights or advertisement space is offered on a facility constructed or improved with BBC GOB Program

funds, then Miami-Dade County's name, logo, and slogan shall appear on the facility 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 unless waived by the Board. The City shall ensure that all publicity, public relations, advertisements and signs recognize and reference the County for the support of all Project(s). This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions and stationery. In particular, the City must include the following credit line in all promotional marketing materials related to this funding including web sites, news and press releases, public service announcements, broadcast media, programs, and publications: "THIS PROJECT IS SUPPORTED BY THE BUILDING BETTER COMMUNITIES BOND PROGRAM AND THE MAYOR AND BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY." The use of the official County logo is permissible for the publicity purposes stated herein. The City shall submit sample of mockup of such publicity or materials to the County for review and approval. The City shall ensure that all media representatives, when inquiring about the Project(s) funded by the Agreement, are informed that the County is its funding source.

Section 13. Notice. Any notice, consent or other communication required to be given under this Agreement shall be in writing, and shall be considered given when delivered in person or sent by facsimile or electronic mail (provided that any notice sent by facsimile or electronic mail shall simultaneously be sent personal delivery, overnight courier or certified mail as provided herein), one (1) business day after being sent by reputable overnight carrier or three (3) business days after being mailed by certified mail, return receipt requested, to the parties at the addresses set forth below (or at such other address as a party may specify by notice given pursuant to this Section to the other party):

The County:
County Mayor
Miami-Dade County, Stephen P. Clark Center
111 NW 1 Street, Suite 2910
Miami, Florida 33128

The City:
City Manager
City of Miami
_____
Miami, Florida 331___

With a copy to:
Director, Office of Management and Budget
111 NW 1 Street, Suite 2210
Miami, Florida 33128

Section 14. 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 15. 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 16. 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 17. Waiver. There shall be no waiver of any right related to this Agreement unless in writing and signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time or of any other right under this Agreement. Waiver by any party of any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement.

Section 18. Representation of the City. The City represents that this Agreement has been duly authorized by the Mayor and Council, as the governing body of the City, and the City Manager or designee, has been granted the required power and authority to execute this Agreement. The City agrees to: (a) maintain the Project for a minimum of 25 years; (b) keep the Project open safely and properly maintained for all Miami-Dade County residents; and (c) accept and comply with the Administrative Rules as stated in Attachment 1 and as may hereafter be amended.

Section 19. Representation of the County. The County represents that this Agreement has been duly approved, executed and delivered by the Board, as the governing body of the County, and it has granted the Miami-Dade County Mayor or Mayor's designee the required power and authority to execute this Agreement. Subject to the conditions set forth in this Agreement, the County agrees to provide the Funding Allocation to the City for the purpose of developing and improving the Project in accordance with each of the attached Exhibit Forms, incorporated herein as Exhibits A-J of Attachment 1 (Administrative Rules). In addition to the other conditions set forth in this Agreement, Miami-Dade County shall only be obligated to reimburse the City provided the City is not in breach of this Agreement and the City has demonstrated that it has adequate funds to complete the Project. The County shall administer, in accordance with the appropriate regulations, the funds available from the BBC GOB Program as authorized by Board Resolutions. Any and all reimbursement obligations of the County shall be fully subject to and contingent upon the availability of funding from the County for the specific purpose contained herein. The City shall be solely responsible for submitting all documentation, as required by the specific Administrative Rules incorporated herein as Attachment 1, to the County Mayor or his designee for this purpose.

Section 20. 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 21. Indemnity. The City does hereby agree to indemnify and hold harmless the County to the extent and within the limitations of Section 768.28 Florida Statutes,

subject to the provisions of that Statute, whereby the City 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 $200,000, or any claim or judgments or portions thereof, which when totaled with all other occurrences, exceeds the sum of $300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise solely as a result of the negligence of the City. However, nothing herein shall be deemed to indemnify the County from any liability or claim arising out of the negligent performance or failure of performance of the County or any unrelated third party.

The County does hereby agree to indemnify and hold harmless the City 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 $200,000, or any claim or judgments or portions thereof, which when totaled with all other occurrences, exceeds the sum of $300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise solely as a result of the negligence of the County. However, nothing herein shall be deemed to indemnify the City from any liability or claim arising out of the negligent performance or failure of performance of the City or any unrelated third party.

Section 22. Assignment. The City may not assign all or any portion of this Agreement without the prior written consent of the County.

Section 23. 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 _____, 2014.

City of Miami, Florida

By: _____ _____
City Mayor Date

_____, CLERK
Attest:

By: _____ _____
Clerk Date

MIAMI-DADE COUNTY, FLORIDA

By: _____
County Mayor

HARVEY RUVIN, CLERK
Attest:

By: _____ _____
Deputy Clerk Date

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

Flagler Street Reconstruction Economic Development Fund Project 124
Inter-local Municipal Agreement

Exhibit A, Eligible Capital Costs of the Project

Description	Cost Estimate*
Roadway and Drainage Improvements	$1,738,771
Decorative Street and Pedestrian Lighting	$500,000
Utilities Relocation	$1,000,000
Hardscape and Landscape	$2,980,651
Signage and Pavement Marking	$75,000

* The sum of Economic Development Fund grant disbursements will not exceed $6,000,000.00.

EXHIBIT B

Economic Development Fund Project 124
Economic Impact Statement: Flagler Street Reconstruction Project
September 2, 2014

Project Description

The project scope includes a complete reconstruction of Flagler Street between Biscayne Blvd and west 1st Avenue, as described in Resolution No. R-616-14 adopted by the Board. The Project is a major infrastructure improvement that will enhance the quality of life which includes the construction and improvement of walkways, road access, and traffic mitigation. The Project will protect and leverage the historic assets of Flagler Street, such as the Olympia Theater, while promoting quality retail and restaurants. The road will be lowered and designed to follow new curb and gutter section. Parallel parking will be removed to accommodate wider sidewalks, to be replaced with intermittent bays for centralized valet. New trees will be planted that will provide a dense tree canopy to shade pedestrian activity. Cohesive design elements, such as landscaping, street furniture, signs, and public art will be added. Utilities along the corridor will be relocated and/or replaced as necessary to accommodate the new drainage system and new trees proposed for the project.

The proposed renovations will transform the street into a pedestrian oriented corridor, acting as a catalyst for economic development and new job creation. The reconstruction significantly benefits downtown Miami, but also the broader economy of the County. The corridor with limited vehicle access extends along Flagler Street from Biscayne Boulevard to west First Avenue. The proposed reconstruction of Flagler Street is expected to strengthen the quality of retail, and food and beverage establishments along Flagler and adjacent side streets. The public infrastructure improvements are likely to encourage the renovation and upgrade of office space on floors of existing building that are underutilized or currently available for rent. The total cost of the reconstruction of Flagler is projected at $12.6 million.

An economic impact analysis of the Project estimates that reconstruction of Flagler Street will generate approximately 2,080 new direct jobs within five years after reconstruction is completed, along with an additional 1,940 new jobs from indirect and induced economic effects – a total impact of 4,020 additional jobs.

Analysis of Potential Economic Impacts

The project aims to replicate the success of other significant historical corridors, such as Ocean Drive, Lincoln Road and Miracle Mile, in acting as a catalyst for economic development. It is a key economic development priority of the City of Miami, Miami Downtown Development Authority, Greater Miami Chamber of Commerce, and other Downtown stakeholders. The project is anticipated to act as a catalyst for the redevelopment of underutilized property along the corridor, thereby attracting additional office, retail, residential, hotel and other uses that will generate a

significant amount of new jobs. Examples of this economic development approach include Ocean Drive and Lincoln Road in Miami Beach, which served as catalysts for the rebirth of South Beach.

Aside from the economic benefits upon completion of the project, there will be a number of indirect jobs created during the construction phase. Because of the extensive improvements being made to the corridor, there is an estimated construction time of 18 months. The City currently has local workforce participation requirements in place which will promote the employment of City residents, benefiting the local economy.

The buildings along both sides of Flagler Street from Biscayne Blvd and west First Avenue and along adjacent side streets have 685,000 square feet of vacant space *available for lease.* [1] We anticipate that 50% of the vacant space available in Class A buildings would be absorbed over a 5-year period as a direct result of the proposed infrastructure improvements, while the improvements would be a more important factor in raising occupancy rates within Class B and Class C buildings.[2]

We project that approximately 477,000 square feet of currently vacant space would be absorbed within five years of completing the public infrastructure improvements as described above. The projected increase in occupancy leads to an additional 2,080 direct new jobs to the Flagler Street corridor in the 5th year following completion of the reconstruction of Flagler Street.[3]

The reconstruction of Flagler Street leads to a total impact of 4,020 new jobs by 2021, $610 million of gross revenues to local business establishments, $236 million of additional personal income (after tax and adjusted for inflation) for local residents and an increase of $406 million to the County's Gross Regional Product. The employment gains occur over a broad spectrum of occupations. (See table on page 3 for more details on the economic impact, including the economic impacts during the construction phase in 2015 and 2016.)

The economic impacts were estimated utilizing the *South Florida Multi-regional REMI Model,* a dynamic econometric model developed by Regional Economic Models, Inc. (REMI). This model and similar models of other metro areas are widely used for conducting similar economic impact analysis.

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[1] The source of commercial real estate vacancy is CoStar (www.costar.com). Commercial space that is not available for rent or lease is not included in calculating vacant space or vacancy rates.

[2] Vacancy rates for Class B and C are above rates observed in other areas of the county. The importance of infrastructure improvements identified in this project is expected to be of greater importance raising occupancy rates in B and C properties. We believe that 65% of the increase in Class B occupancy could be attributed to the infrastructure improvements. Occupancy has been a challenge for Class C office building, as the bulk of vacant but not available for rent is found in these buildings, and that in the absence of the proposed capital improvement it would be highly unlikely that occupancy rates would improve in Class C buildings.

[3] The absorption of vacant space occurs gradually and the economic impacts over time reflect the pace of absorption and peak in 2021.

EXHIBIT B

Flagler Street Reconstruction: Projected Economic Impacts During Construction Phase and From New Businesses Resulting from Public Infrastructure Improvements

The values in the table represent net economic gains to Miami-Dade County. Monetary values expressed in millions of dollars with 2014 purchasing power.

Economic Indicator	Construction Phase		Post-Construction Recurring Business Activity										Average Ann. Impact	Cumulative Impact
	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026		
Total Employment	82	49	907	1,813	2,708	3,580	4,024	3,975	3,910	3,843	3,780	3,727	2,700	NA
Private Sector Employment	78	47	844	1,686	2,516	3,325	3,733	3,684	3,619	3,554	3,493	3,442	2,502	NA
Employment by Occupation														
Sales, Office & Admin Support	16	10	248	491	726	950	1,058	1,035	1,009	984	961	941	702	NA
Math, Architect, Engineering	2	2	148	297	447	597	674	671	667	664	661	658	457	NA
Mgmt, Business, Financial	7	4	144	288	431	570	640	632	622	612	603	595	429	NA
Health Care	3	2	52	104	157	208	236	236	236	236	236	237	162	NA
Construction	34	19	31	70	110	151	176	180	176	169	161	153	119	NA
Bldg Cleaning and Maint.	2	1	42	83	123	161	179	174	169	164	161	157	118	NA
Food Preparation & Serving	0	0	39	76	112	146	164	161	159	157	154	152	110	NA
All others	17	10	202	404	603	796	895	885	872	858	844	834	602	NA
Disposable Personal Income, $M	$3.4	$2.4	$44.8	$93.5	$145.3	$199.4	$236.3	$248.4	$257.3	$264.2	$269.6	$274.3	$169.9	$2,209
Gross County Product, $M	$5.4	$3.3	$87.4	$176.5	$266.4	$356.5	$405.5	$405.4	$403.6	$401.3	$399.3	$398.1	$275.7	$3,584
Gross Business Revenues, $M	$9.6	$5.9	$132.3	$267.1	$402.8	$537.8	$610.4	$608.8	$604.5	$599.5	$595.3	$592.4	$413.9	$5,380
Population	17	22	225	594	1,101	1,720	2,339	2,851	3,277	3,631	3,925	4,169	1,989	NA

Estimates by Economic Analysis and Policy Unit, Economic Development Division, Regulatory and Economic Resources Department.

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ATTACHMENT 1

BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM ADMINISTRATIVE RULES

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ARTICLE I - GENERAL CONDITIONS

SECTION 1. BACKGROUND

These administrative rules govern the implementation by Miami-Dade County (the "County") of its 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 administration and allocation of funds for the projects and programs identified in the Building Better Communities General Obligation Bond Program ("BBC GOB Program"). In addition to the funding of Projects specifically listed in the BBC GOB Program, eligible projects may be funded through the process described in these administrative rules with monies from four (4) funds. The funds are the Historical Preservation Fund, the Economic Development Fund, the Not-for-Profit Community Organization Capital Fund and the Primary Health Care Facilities Fund (collectively, the "Funds").

SECTION 3. GENERAL

All recipients of funding for specific projects identified in the BBC GOB Program and for projects approved for funding from one of the Funds are required to follow these administrative rules. Failure to do so may lead to disqualification.

Additional copies of the administrative rules and/or application materials may be obtained by contacting the County Executive Office. All inquiries, correspondence and applications for the BBC GOB Program should be addressed to:

Miami-Dade County
County Executive Office
111 NW 1 Street
Suite 2910
Miami, Florida 33128
Attention: Director, Office of Capital Improvements

or to a Department or agency of Miami-Dade County, serving as the County Mayor'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 and/or capital assets or interests and rights in real property and/or capital assets by various legal means to serve public purposes.

"Applicant" means a Public Agency, not-for-profit organization, Municipality or other entity eligible to participate in the BBC GOB Program, which submits a Funding Application Package to the County.

"Application" means the process described in these rules to make a formal request for Funding Allocation which remains open until the execution of a Grant Agreement or Interlocal Agreement, as the case may be, or a decision by the County not to provide a ~~Total~~ Funding Allocation.

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

"Authorizing Resolutions" mean Resolution Nos. R - 912-09, R - 913-09, R - 914-09, R - 915-09, R - 916-09, R - 917-09, R - 918-09 and R - 919-09, as each may be amended from time to time.

"Board of County Commissioners" or **"Board"** means the legislative and the governing body of the County.

"Community-Based Organization" or ~~("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 Mayor" or **"Mayor"** 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.

"Designated Projects" means the specific Projects listed in Appendix A to each of the Authorizing Resolutions for inclusion in the BBC GOB Program.

"Fixtures, Furniture and Equipment" or "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.

"Fund Projects" means the specific Projects approved by the Board pursuant to these administrative rules for a Funding Allocation from one of the Funds.

"Funding Allocation" means (i) the total amount of Building Better Communities General Obligation Bond funds approved by the Board for use by a Recipient for a specific Project as set forth in the Authorizing Resolutions; or (ii) the total amount approved by the Board from a Fund for use by a Recipient for a specific Project.

"Funding Application Form" means the base application form provided by the County Mayor or County Mayor's designee to be completed by the Applicant and submitted as part of a Funding

Application Package.

"Funding Application Package" means the complete submittal package required by these administrative rules and submitted by an Applicant for a Project. (See Article II, Section 2).

"Funding Cycle" means the time between the opening of an Application Submission Period and the approval by the Board of the Projects to receive a Funding Cycle Allocation.

"Funding Cycle Allocation" means the amount of the Building Better Communities General Obligation Bond funds approved by the Board in a given year for use by a Recipient for implementation of a Project pursuant to these administrative rules.

"Funds" means any and/or all of the following four funds included in the BBC GOB Program to address grant requests for Fund Projects: the Economic Development Fund, the Historical Preservation Fund, the Not-for-Profit Community Organization Capital Fund and the Primary Healthcare Facilities Fund.

"Grant Agreement" means an executed grant agreement between the County and a Recipient (other than a grant to a Municipality or Public Agency, which grant will be evidenced by an executed Interlocal Agreement) setting forth mutual obligations regarding a Funding Cycle Allocation and/or Funding Allocation for a Project.

"Interlocal Agreement" means an executed grant agreement between the County and a Recipient that is a Municipality or Public Agency setting forth mutual obligations regarding a Funding Cycle Allocation and/or Funding Allocation for a Project.

"LEED" refers to *Leadership in Energy and Environmental Design* and means an ecology oriented building certification under a program sponsored by the U.S. Green Building Council.

"Match" means cash committed by the Recipient, as stipulated in the approved Grant Agreement or the Interlocal Agreement, as the case may be, to complement funding awarded from the BBC GOB 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.

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

"Pre-Agreement Expenses" means eligible expenses identified in Article III, Section 1(B) of these rules incurred by a Recipient for accomplishment of a Project prior to full execution of a Grant Agreement or an Interlocal Agreement, as the case may be.

"Project" means each Designated Project or Fund Project, as the case may be, approved by the County for a Funding Allocation.

"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.

"REMI Model" means a simultaneous equations econometric model developed by REMI Inc. and suitable for estimating the dynamic economic impacts of real property and other capital investments in Miami-Dade County.

"Soft Costs" means real and verifiable expenditures for administration, project management (not related to construction supervision), indirect costs (accounting/purchasing/personnel, etc.), imposed fees (e.g., permit processing fees) and 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.) and imposed fees (e.g., Professional Services Agreement selection/permit processing fees). Project management related to construction supervision is not considered a soft cost; and
- Planning Services - Master Plan development and approval and feasibility studies; and
- Design Services - schematic design, design development, construction documents, bidding or negotiation and as built drawings.

Construction supervision and/or inspection are not considered ~~s~~Soft ~~c~~Costs. All costs associated with land acquisition such as: appraisals, due diligence, cost of land, project administration related to land purchase, legal fees, etc. are not part of the ~~s~~Soft ~~c~~Costs.

"Strategic Area" means geographic areas identified as the Opa-locka Executive Airport property and designated adjacent areas, the Civic Center/Medical District area, the Port of Miami, the Kendall-Tamiami Executive Airport and designated adjacent areas, and the Homestead Air Force Reserve Base and designated adjacent areas. The boundaries of these areas are identified in Exhibit L to these Administrative Rules.

"Targeted Urban Areas" or **"TUA"** means the geographical communities which have been designated by the Board and defined in the County Code of Ordinances Article VI Sec.30A-129(2).

"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.

ARTICLE II – FUNDING PROCEDURES

SECTION 1. FUNDING CYCLES; APPLICATION SUBMISSION PERIODS

An Application Submission Period may be established on a periodic basis or a Funding Allocation may be awarded to a Recipient by the Board on a case by case basis. Each Project may be awarded a Funding Cycle Allocation during one or more Funding Cycles.

Eligible entities must apply for these Funding Cycle Allocations. A Grant Agreement or Interlocal Agreement between the County and the Recipient, as the case may be, implements the Funding Cycle Allocations.

If an Application Submission Period is opened, the Funding Application Package shall be delivered on or before the last day of the announced Application Submission Period. 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 and other pertinent application information 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.

Funding Application Packages for Projects under the Economic Development Fund program will be evaluated on a case by case basis, and may be submitted for review by the County Mayor or the County Mayor's designee at any time as long as funding under this Fund is available.

Final grant award of Funding Allocations pursuant to an Application Submission Period are subject to approval by the Board.

SECTION 2. FUNDING APPLICATION

An Applicant must submit a complete Funding Application Form in order to be eligible to receive a Funding Allocation award. A complete Funding Application Package means one that meets all the requirements of the Ordinance and these administrative rules and is supported by proper documentation required by these administrative rules. 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 Fixtures, Furniture and Equipment line items. The justification should provide detailed descriptions of the project elements. Reimbursement for Fixtures, Furniture & Equipment is contingent upon prior inclusion and approval of these expenses in the Grant Agreement or Interlocal Agreement, as the case may be. (See Article III, Section 1(C), and for Projects under the Economic Development Fund Program, Article II, Section 3(B)1).

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 and if the Project will be constructed in phases, the completion date of each phase.

5) Project location map.

6) For Development Projects, certification of ownership of a site by the Applicant or evidence of land tenure sufficient to satisfy the County that the Project may be developed on the designated site.

7) Written evidence (resolution or other legally required documentation), which at a minimum: (i) authorizes the execution of the Grant Agreement or the Interlocal Agreement, as the case may be; (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 available to the Applicant.

8) Any other documentation that the Board may require from time to time.

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 Grant Agreement or the Interlocal Agreement, as the case may be, unless otherwise modified by approval of the Board in accordance with these rules and the Ordinance.

In the event an applicant intends to submit a request for pre-agreement reimbursement, the applicant shall comply with Article III, Section 1(B)).

SECTION 3. ELIGIBILITY REQUIREMENTS

A) Designated Projects

Eligibility requirements for Applicants:

- Active and duly registered Florida not-for-profit 501(c)(3) corporation. Comply with the County's Administrative Order 3-15.
- Active and duly registered Florida for-profit corporation or recognized business entity.
- Municipality or Public Agency based in Miami-Dade County.
- Owner or lessee of residential or commercial property located within Miami-Dade County on which the Designated Project shall be situated.
- Financially stable including financial commitments to complete the Designated Project.

B) Fund Projects

1. Funds Objectives

The Economic Development Fund (the "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. 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 subject to certain limitations and to be

evaluated on a case-by-case basis; new construction or renovation of buildings subject to certain limitations and to be evaluated on a case-by-case basis; and construction or acquisition of parking lots and structures subject to certain limitations and to be evaluated on a case-by-case basis. Ineligible uses of the EDF include but are not limited to: working capital; furniture and fixtures; office equipment; and other non-capital related expenses.

The Historical Preservation Fund, the Primary Healthcare Facilities Fund and the Not-for-Profit Community Organization Capital Fund 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 County's future. Medical institutions, historically and culturally significant properties, and Community-Based 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.

2) Program Descriptions and Criteria

a) Economic Development Fund.

The Economic Development Fund includes $75 million that is available for "game changing" projects. The primary objectives of this program are to provide infrastructure improvements to spur economic development and attract new businesses to the community in order to create jobs by providing incentives that catalyze private sector investments, accelerate job creation, and attract capital investments with a strong potential to transform the local economy in ways that strengthen the economy's capacity for innovation and commercialization of scientific advancements, expand leadership in local industry clusters such as Aviation and Aerospace, Financial and Professional Services, Homeland Security and Defense, Information Technology, Life Sciences, and International Trade and Global Commerce, and/or produce job opportunities. These industry clusters exist in the Strategic Areas (see Exhibit L attached to these Administrative Rules). This component of the Economic Development Fund is referred to as Project No. 124. No more than $15 million or less than $10 million may be allocated to any single entity or project.

The Economic Development Fund also includes $15 million that is specifically available for projects in the County's designated Targeted Urban Areas to spur economic development and attract new businesses in order to create jobs. This component of the Economic Development Fund is referred to as Project No. 320. No more than $3 million from Project 320 may be allocated to any single Targeted Urban Area.

Eligibility Requirements for Applicants:

Notwithstanding eligibility requirements for applicants set forth in any other section of these administrative rules, the eligible applicants for the Economic Development Fund are:

- Active and duly registered Florida not-for-profit 501(c)(3) corporation.

- Active and duly registered Florida for-profit corporation or recognized business entity.
- Owner or lessee of residential or commercial property located within Miami-Dade County on which the Economic Development Fund Project will be situated.
- Demonstrated financial capacity and financial commitments using other non-County sources to complete the Economic Development Fund Project.

b) Historic Preservation Fund

This program includes $10 million and 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, or 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 for Applicants:

Notwithstanding eligibility requirements for applicants set forth in any other section of these administrative rules, the eligible applicants for the Historic Preservation Fund are:

- Active and duly registered Florida not-for-profit 501(c)(3) corporation.
- Active and duly registered Florida for-profit corporation or recognized business entity.
- Municipality entity or Public 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 Municipality, County, State or National Register, and located within Miami-Dade County.
- Those listed in any Request For Proposal's related to this Fund.

c) 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 for Applicants:

Notwithstanding eligibility requirements for applicants set forth in any other section of these administrative rules, the eligible applicants for the Not-for-Profit Community Organization Capital Fund are:

- 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.
- Those listed in any Request For Proposal's related to this Fund.

d) 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 for Applicants:

Notwithstanding eligibility requirements for applicants set forth in any other section of these administrative rules, the eligible applicants for the Primary Healthcare Facilities Fund are:

- 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.
- Those listed in any Request For Proposal's related to this Fund.

SECTION 4. ELIGIBILITY DETERMINATION AND EVALUATION

A) Economic Development Fund – Project 124

The County Mayor or the County Mayor's designee will review and evaluate each Funding Application Package for funding eligibility or ineligibility. The County Mayor or the County Mayor's designee may consult with the following entities to assist in the review of the Funding Application Package:

- Department of Housing and Community Development
- Coalition of Chambers of Commerce

- Task Force on Urban Revitalization
- Miami-Dade Economic Advocacy Trust
- Beacon Council
- Greater Miami Chamber of Commerce
- Dade League of Cities

1. Eligibility Requirements for Projects

- Grant awards under Project 124 must be used for public infrastructure, including parking structures, public facilities and other improvements subject to certain limitations and evaluated on a case by case basis, and support economic development activities and attract new businesses having the potential to create a significant number of permanent jobs in Miami-Dade County; and
- Economic development projects supported with Project 124 funds must demonstrate long-term economic benefits to Miami-Dade County in spurring future economic growth through an analysis of local economic and County fiscal impacts over a 20-year time period using a Miami-Dade County REMI model or an equivalent economic impact model widely available and professionally accepted among economists for economic and fiscal impact analysis.

Development projects that are LEED certified will receive additional consideration in the evaluation process commensurate with the level of LEED certification in order to provide an incentive to build energy efficient facilities and reduce CO_2 emissions.

2. Special Conditions Regarding Reimbursements

- The grant may reimburse up to 100 percent of public infrastructure costs per project, but subject to a maximum cap of $15 million and a minimum amount of $10 million.
- Actual grant funds would be disbursed on a reimbursement basis only after verified completion of the public infrastructure project upon receipt of an audited financial accounting of infrastructure development costs and subject to funding availability and compliance with federal tax laws.
- Grants in excess of $5 million would be disbursed over no more than a 5 year period from the date the public infrastructure improvements are completed when taxable bonds are issued to fund such public infrastructure improvements. If tax-exempt bonds are issued for the public infrastructure improvements reimbursements for such public infrastructure improvements will be disbursed over no more than a three year period from the date of the expenditure but in no case later than 18 months from the date the public infrastructure project is placed in service.
- Annual benchmarks for required non-infrastructure capital investments in a Project will be established and specified in the Grant Agreement, and disbursement of grant funds would be subject to attainment of said benchmarks in accordance with IRS rules and regulations governing the issuance of tax exempt bonds. A clawback provision in the event that established benchmarks are not met subsequent to disbursement of grant funds shall be included in the Grant Agreement. The Grant Agreement shall require that the grant recipient provide collateral securing the clawback provision. The collateral may include, but shall not be limited to, any

instrument such as a personal guarantee, performance bond, restrictive covenant, or any other collateral as appropriate. A prorated grant disbursement may be allowed when actual project investment falls short of benchmarks.

- As a condition of the grant award for public infrastructure improvements, the grant recipient agrees as a matter of contract to the application of Section 2-11.16 of the Code on the portion of the project that is specifically tied to EDF-funded public infrastructure improvements.

3. Determination and Evaluation

The County Mayor or the County Mayor's designee will review and evaluate each Funding Application Package and may recommend to the Board an award of a Funding Allocation, by submitting a resolution seeking award of grant funds, and approval of the terms of a Grant Agreement or Interlocal Agreement, as the case may be.

B) Economic Development in Targeted Urban Areas Fund – Project 320

1. Eligibility Requirements for Projects

- Grant awards under Project 320 must be used for public infrastructure, including parking structures, public facilities and other improvements subject to certain limitations and evaluated on a case by case basis, within the boundaries of the County's Targeted Urban Areas.
- The infrastructure improvements must support economic development and attract new businesses in order to create jobs in the Targeted Urban Areas.
- The project must include private sector investment and leverage public bond monies with other funding sources.
- The project must create a significant number of jobs that are available to residents of a Targeted Urban Area.

2. Special Conditions Regarding Reimbursements

- No more than $3 million of reimbursements can be allocated within any one Targeted Urban Area.
- The grant may reimburse up to 100 percent of public infrastructure costs per project, but subject to a cap of the lesser of $3 million or the total amount of grant funding available within such Targeted Urban Area.
- Actual grant funds would be disbursed on a reimbursement basis only after verified completion of the public infrastructure project upon receipt of an audited financial accounting of infrastructure development costs and subject to funding availability and compliance with federal tax laws.
- Grants would be disbursed over no more than a 5 year period from the date the public infrastructure improvements are completed when taxable bonds are issued to fund such public infrastructure improvements. If tax-exempt bonds are issued for the public infrastructure improvements reimbursements for such public infrastructure improvements will be disbursed over no more than a three year period from the date of the expenditure but in no case later than 18 months from the date the public infrastructure project is placed in service.

- Benchmarks for required non-infrastructure capital investments in a Project will be established and specified in the Grant Agreement, and disbursement of grant funds would be subject to attainment of said benchmarks. A clawback provision in the event that established benchmarks are not met subsequent to disbursement of grant funds shall be included in the Grant Agreement. The Grant Agreement shall require that the grant recipient provide collateral securing the clawback provision. The collateral may include, but shall not be limited to, any instrument such as a personal guarantee, performance bond, restrictive covenant, or any other collateral as appropriate. A prorated grant disbursement may be allowed when actual project investment falls short of benchmarks.
- As a condition of the grant award for public infrastructure improvements, the grant recipient agrees as a matter of contract to the application of Section 2-11.16 of the Code on the portion of the project that is specifically tied to EDF-funded public infrastructure improvements.

3. Determination and Evaluation

The County Mayor or the County Mayor's designee will review and evaluate each Funding Application Package and may recommend to the Board an award of a Funding Allocation by submitting a resolution seeking award of grant funds and approval of the terms of a Grant Agreement or Interlocal Agreement, as the case may be. The County Mayor or the County Mayor's designee may convene a committee of members of the Task Force on Urban Economic Revitalization, community leaders and/or economic development experts to assist in the review of Project 320 grant applications. Any such entity shall adhere to protocols specified under Administrative Order No. 3-31 and Florida law.

C) Determination and Evaluation of Applications for Other Funds

If an Application Submission Period is established, then ~~F~~following closure of the Application Submission Period, the County Mayor or the County Mayor's designee will review and evaluate each Funding Application Package for funding eligibility or ineligibility. The County Mayor or the County Mayor's designee may use entities such as the following to assist him in the review and may ~~to~~ create Project Review Committees.

Historic Preservation Fund
- Dade Heritage Trust
- Historic Preservation Board

Not-for-Profit Community Organization Capital Fund
- Alliance for Human Services
- Dade Community Foundation

Primary Healthcare Facilities Fund
- Office of Countywide Health Care Planning

Any such entity shall adhere to protocols specified under Administrative Order No. 3-31 and Florida law. Funding Allocations for eligible projects may be recommended to the County Mayor or the County Mayor's designee by the Project Review Committee. The County Mayor or the County Mayor's designee and the Project Review Committee may determine that a Funding Application

Package be classified as:

a) **Ineligible.** Declaration that the Project identified in a Funding Application Package is ineligible.

b) **Conditionally Eligible.** Declaration that a Project is eligible for funding upon satisfaction of specified conditions.

c) **Eligible.** Declaration that a Project identified in a Funding Application Package is fully eligible.

Funding Application Packages determined to be Eligible or Conditionally Eligible shall be reviewed and competitively evaluated to recommend Funding Allocations. A listing of all Funding Application Packages shall be presented to the Board by the County Mayor or the County Mayor's designee in the form of a Resolution stating the eligibility determination, presenting the funding recommendations of the County Mayor or the County Mayor's designee based on the competitive evaluation and seeking approval for the award of a Funding Allocation and the disbursement of funds. In the event that an award of a Funding Allocation to a Conditionally Eligible Recipient is approved by the Board, staff shall verify that all conditions precedent have been satisfied prior to executing a Grant Agreement or an Interlocal Agreement, as the case may be.

ARTICLE III – GRANT ADMINISTRATION

SECTION 1. FUNDING ALLOCATION ADMINISTRATION & REIMBURSEMENT POLICY

A) Grant Agreement or Interlocal Agreement

1) As a condition of award of a Funding Cycle Allocation, the County and the Recipient shall enter into a Grant Agreement or an Interlocal Agreement, as the case may be, which sets forth the responsibilities and duties of each regarding administration of the approved Project and approved Funding Cycle Allocation.

2) The Grant Agreement or the Interlocal Agreement, as the case may be, shall specify the following and shall incorporate such other terms and conditions as may be required by particular circumstances:

a) A Project Narrative/Description of Project, including location of Project, and beginning and end dates;

b) An overall budget for the final Project, identifying additional sources of revenue;

c) A Funding Cycle Allocation and Funding Allocation line item budget (proposed use of BBC GOB funds);

d) If the Recipient is a Community-Based Organization or other entity (not a Municipality or Public Agency), a letter of commitment of matching funds validly executed committing the organization to raise any additional capital funds necessary to complete the Project, and committing to provide operating, maintenance and programming funds upon completion of the Project, all as authorized and approved by the Recipient's Board of Directors or governing entity;

e) If the Recipient is a Municipality or Public Agency, a letter of commitment of matching funds validly executed committing the organization to appropriate capital funds necessary to complete the Project and to provide operating, maintenance and programming funds upon completion of the Project, all as authorized and approved by

the governing board of such Municipality or Public Agency;
f) Certification of ownership, or evidence of lease or other use agreement for a minimum un-expired term of 25 years;
g) Business plan and/or operating pro-forma, defining and identifying strategies to address the impact the Project will have on the organization's operational structure; and
h) A list of consultants that will be involved in the development of the Project (e.g., Owner's project manager(s), Architecture and Engineering team, Specialty Consultants, Developers, General Contractor or Construction Manager, etc.) as they become available.

B) **Pre-Agreement Expenses**. The incurring of Pre-Agreement Expenses by a Recipient creates no obligation on the County to execute a Grant Agreement or Interlocal Agreement, as the case may be, or otherwise satisfy those expenses. However, prior to the effective date of the Grant Agreement or Interlocal Agreement, as the case may be,, a Recipient may incur eligible Pre-Agreement Expenses and then after the effective date of the Grant Agreement or Interlocal Agreement, as the case may be, 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) For those Projects funded by bond proceeds from bond sales subsequent to the sale of the Series 2005 Bonds, reimbursement of Pre-Agreement Expenses is limited to those Pre-Agreement Expenses incurred one (1) year prior to the first day of the Application Submission Period, unless previously approved by the Board. Pre-Agreement Expenses in the case of Economic Development Fund projects are limited to those Pre-Agreement Expenses incurred one (1) year prior to the application for an Economic Development Fund award.

3) The Recipient has notified the County Mayor or the County Mayor's designee in writing of the intent to submit eligible Pre-Agreement expenses for reimbursement within 30-days of a Grant Agreement or Interlocal Agreement being executed. Recipients shall send a letter addressed to the County Mayor or the County Mayor's designee for review and approval of eligible expenses.

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

1 **BBC GOB Program Administration.** Not more than one percent (1%) of the value of each Funding Allocation award may be earmarked for all costs incidental to the administration of the BBC GOB Program.

2 **Timing.** With the exception of eligible Pre-Agreement Expenses, Project costs eligible for reimbursement shall be incurred between the effective date of, and the Project completion date identified in, the Grant Agreement or the Interlocal Agreement, as the case may be.

3) **Soft Cost Limits.** Project Soft Costs for Planning Services, Design Services and Project Administration, as defined in Article 1 Section 4, "Soft Costs", are eligible for funding 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 Funding Allocation for the Project.

In order for GOB project to effectively comply with the Sustainable Building Ordinance (Ordinance 07-65), the amount eligible for reimbursement for project soft costs will be increased from 17% to 20% to accommodate both the costs of green building design, commissioning and pre-certification services in accordance with the Sustainable Buildings Ordinance and Implementing Order 8-8. For those projects where it is not practical to attain certification, design services can be employed to implement design interventions that on the average will result in an estimated payback of up to 10 years. Typical categories of payback include, but are not limited to, energy efficiency, water efficiency, productivity and operations, and maintenance.

4) Recipients will implement their own procurement process; however, they shall comply with all applicable Federal, State and local laws and regulations, including the County ordinances and regulations.

5) Recipients are responsible for managing the day-to-day operations of Funding Cycle Allocation supported activities, and maintaining communications with the County Mayor or the County Mayor's designee regarding the Project. Recipients must monitor Funding Cycle Allocation supported activities to assure compliance with the Ordinance, these rules, the Grant Agreement or Interlocal Agreement, as the case may be, 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 Grant Agreement or the Interlocal Agreement, as the case may be. Funds withheld for failure to comply with the terms of the Grant Agreement or the Interlocal Agreement, as the case may be, but without suspension of the Funding Cycle Allocation shall be released to the Recipient upon subsequent compliance. Recipients will not be required to reimburse the County for payments already received by the County unless the Recipient fails to acquire, purchase, construct, develop and/or operate the Project for the purpose described in the Funding Application Package or is otherwise in default under the Grant Agreement or Interlocal Agreement.

7) Recipient's must complete the authorized signature form (Exhibit A).

8) a. In general, payment shall be made on a reimbursement basis. A Funding Cycle Allocation Recipient may submit a Request for Advance Payment form (Exhibit B) for review and approval by the County Mayor or the County Mayor's designee. Approved Recipients may 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 Funding Allocation for the subject Project.

b. However, in accordance with the guidelines reflected below, the County Mayor or the County Mayor's designee may, on a case-by-case basis and at his sole discretion, consider advance payment of up to 90% of a Municipality's Funding Allocation for a specific project. Upon the decision by the County Mayor or the County Mayor's designee that a request for advance payment of up to 90% of a Municipality's Funding Allocation for a specific Project will be considered, the guidelines below will be applied consistently and in their entirety.

Conditions under which a Municipality may receive up to 90% of its Funding Allocation for a subject Project:

- A Municipality must not owe money to the County and the County must not have any outstanding claims against the Municipality;
- Project activity to date is proceeding on-schedule;
- Construction schedules are being updated on a monthly basis and all required documentation has been submitted to Miami-Dade's Office of Capital Improvements (OCI);
- The Municipality must have contract(s) in place to complete the Project and no outstanding claims or disputes can exist between the Municipality and their contractors on the Project; and
- Municipality payments to contractors, subcontractors and suppliers are being made timely.

Field Evaluations will be conducted on a case-by-case basis by Miami-Dade's Office of Capital Improvements (OCI) and will include items such as:

- Field audit determination that the Project is on-schedule including physical construction; and
- Follow-up field audit inspections will be performed by OCI to ensure Project completion:

OCI will submit a written recommendation to the County Mayor or County Mayor's designee to approve any disbursement under these provisions. The Municipalities will be required to execute a supplemental agreement acknowledging these terms.

Safeguards/Corrective Actions to be implemented by the County in case of non-compliance by a Municipality with the BBC-GOB Program Administrative Rules or if satisfactory progress is not being maintained will include:

- Funding for municipal or other GOB-funded Project projects to be performed by the subject Municipality will be withheld:;
- The County will ask to be reimbursed the amount given to the Municipality as part of the Grant Agreement and/or withheld funds due to the Municipality from other County funding sources such as PTP:; and
- If the Municipality refuses to reimburse the County the amount due under the Grant Agreement, the County may employ all available means to recover the subject funds up to and including litigation.

The aforementioned safeguards will be implemented by the County in Cases of non-compliance. All conditions shall be a part of all Interlocal Agreements with a Municipality. All existing Interlocal Agreements will be amended to include the provisions referenced above and all new Interlocal Agreements will likewise include these provisions.

Any disbursement of funds under these provisions will be reported to the Board.

c. All advance payments received by a Recipient shall be maintained in a separate interest bearing account and may not be commingled with other funds. All advances and interest earned must be fully accounted for. The Recipient shall submit evidence of interest earned to the County with any subsequent reimbursement request. The amount of interest earned shall be deducted from such subsequent payment to the Recipient. If at any time the amount of interest earned is greater than the reimbursement request the Recipient shall submit payment to the county an amount equal to the interest earned less the reimbursement request. Upon the County's receipt of the payment and any required supporting documentation from the Recipient, the reimbursement request may be paid. Checks must be made payable to Miami-Dade County Board of County Commissioners and forwarded to the County Executive Office.

9) Recipients must submit reimbursement/payment requests no later than quarterly. If a Recipient is unable to submit a reimbursement/payment 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 Mayor or the County Mayor's designee. Failure to submit two consecutive requests shall be deemed a forfeiture of all rights unless specifically waived by the County Mayor or the County Mayor's designee. 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 Mayor or the County Mayor's designee.

10) Recipients shall complete, sign, and submit to the County the appropriate Reimbursement Request forms as necessary (Exhibits D through H) accompanied by supporting documentation (i.e., copies of invoices, receipts and check payments).

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

12) In accordance with State law, five percent (5%) of the value of the BBC GOB Program for a given Project shall be retained by the County 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 remaining retainage to be released.

13) The County Mayor or the County Mayor's designee 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, drawings 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 Cycle 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 or change to the Project scope of work in accordance with the Ordinance. Approval of any reduction or change in scope of work is at the sole discretion of the Board.

D) **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 Cycle Allocation authorized for payment for land acquisition shall in no case exceed the Funding Allocation available for the Project. 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 acquire land for a BBC GOB Program funded Project 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. GOB funds may be used for the necessary clean-up a Phase II environmental survey may require provided the scope of the Project is not impacted. Changes to the scope of the Project require BCC approval.

4 Signage. For six months following an Acquisition, the County 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 BBC GOB Program funds or 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-Based Organization, or an active and duly registered Florida for-profit corporation or other recognized business entity.

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

1) Licensed Contractors; Contractor Bonds. Duly licensed contractors shall perform all construction. Construction contracts for work in excess of the threshold amounts established in Section 255.20 of the Florida Statutes shall require payment and performance bonds, which comply with the requirements of Section 255.05, Florida Statutes, to the extent applicable.

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 a Recipient'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 payable from the Funding Allocation. 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 or rates per industry standards. 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 for payment from the Funding Allocation. 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, Furniture and Equipment. Except for Projects funded by the Economic Development Fund, ~~T~~the cost of Fixtures, Furniture and Equipment necessary to operate the facility are eligible for payment from the Funding Allocation if approved in the Grant Agreement or the Interlocal Agreement, as the case may be, and a detailed list of eligible items is submitted in writing and approved by the County Mayor or the County Mayor's designee prior to its purchase (See Article III, Section 1 (c)). Costs for consumable goods shall not be considered eligible for payment from the Funding Allocation. Also, refer to Article I, Section 4 for a detailed definition of Fixtures, Furniture and Equipment.

c) Interpretive Signs and Aids. The cost of signs, display boards or other interpretive aids relating to the Project are eligible for payment from the Funding Allocation.

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

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 costs ineligible for payment from the Funding Allocation:

a) Funding Application costs.

b) Ceremonial expenses.

c) Expenses for publicity.

d) Bonus payments unless specifically authorized by the Board.

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. In the event a selection process is used, other than a low bid process any cost in excess of the cost of the highest ranked firm shall be considered ineligible.

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.

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.

F) **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 County Mayor or the County Mayor's designee as soon as the recipient is aware of a material budget change.

2) Budget adjustments may not exceed the 17% Soft Cost limitation for design, planning, and program administration, with the exception of those projects meeting the Sustainable Building Ordinance, nor exceed the Project Funding Allocation without approval of the Board.

3) Recipients shall obtain the prior written approval of the Board whenever budget adjustments are anticipated as outlined in a, b, and c below. The request must be in the same budget format the Recipient used in the Grant Agreement or Interlocal Agreement, as the case may be, and shall be accompanied by a narrative justification for the proposed revision. Such request for adjustment shall, if approved, amend the Grant Agreement or Interlocal Agreement, as the case may be. 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 Development to Acquisition.

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.

c) Any change that would increase Soft Costs for planning, design, and project administration which exceeds the limit specified in Article III, Section 3 (c)(1).

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 Executive Office to expend these funds in an existing or new budget line item for the Project. The County Mayor or the County Mayor's designee is authorized to approve such budget changes and expenses not to exceed 15% of

the total budget.

G) **Cost Overruns.** The Recipient shall fund all 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 change or revision in the Project scope consistent with the terms of the Ordinance and the Authorizing Resolutions.

The Board, at its discretion, may authorize in writing a change or revision in the scope of the Project: (i) where change or revision of the scope is consistent with the Ordinance; and (ii) where the change or revision 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 2. 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 Executive Office no later than six months after the close of the Recipient's fiscal year for which a Funding Allocation was received and each year thereafter until Project completion. 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 Grant Agreement or Interlocal Agreement, as the case may be, 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 minimum 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~~ the 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.

Office of the Miami-Dade County Inspector General (IG) (MDC Code Section 2-1076) shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions. The IG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to the Recipient from IG, the Recipient shall make all requested records and documents available to the IG for inspection and copying. The IG shall have the power to report and/or recommend to the Board whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The IG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

The IG may, on a random basis, perform audits on all County contracts throughout the duration of said contract (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Recipient under the Grant Agreement will be assessed one quarter of one percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, as stated in the Code or the Grant Agreement, the Project is federally or state funded and federal or state law or regulations

preclude such a charge. The Recipient shall in stating its agreed prices be mindful of this assessment.

The IG shall have the power to retain and coordinate the services of an independent private sector inspector general (IPSIG) who may be engaged to perform said random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the contractor, its officers, agents and employees, lobbyists, County staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud.

F) If a Recipient materially fails to comply with any term of an award, the Board or the County Mayor or the County Mayor's designee 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 Project;

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 County Mayor or the County Mayor's designee, 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 to Recipient resulting from obligations incurred by the Recipient during a suspension or after termination of an award are not eligible for reimbursement unless the County Manager expressly authorizes them in the notice of suspension or termination or subsequently authorizes reimbursement in writing. Other costs incurred by the Recipient during suspension or after termination which are necessary and not reasonably avoidable are eligible for reimbursement if:

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

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

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

SECTION 3. REPORTS

Recipients are required to submit the Project Status Report no later than monthly (Exhibit E), in the format stipulated by the County Mayor or the County Mayor's designee. Additional reports that shall be due upon request of the County Mayor or the County Mayor's designee may include, but are not limited to:

A) Actual accomplishments of each Funding Cycle Allocation;

B) Problems encountered in implementation of each Funding Cycle Allocation; and

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

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

SECTION 4. 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, the Grant Agreement or Interlocal Agreement, as the case may be, and these rules; and
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 the Grant Agreement or Interlocal Agreement, as the case may be, 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 5. 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 County Mayor or the County Mayor's designee 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 County Mayor or the County Mayor's designee shall submit recommendations amending these administrative rules to the Board, which may approve or reject such recommendations by majority vote.

The County Mayor or the County Mayor's designee shall be authorized and required to administer the Building Better Communities General Obligation Bond Program consistent with the Ordinance and these administrative rules.

Exhibit A

OFFICE OF CAPITAL IMPROVEMENTS
AUTHORIZED SIGNATURE FORM

Date:
Grantee:
Contact Name:
Contact Phone & E-mail:

This form certifies the names, titles and signatures of individuals authorized by the Grantee to sign contracts, and requests for; scope changes, budget revisions, advances, reimbursements, and any other requests that may be required by the Board of County Commissioners for the disbursement of funds. These signature authorizations are retained by the Office of Capital Improvements for auditing purposes. Entities are required to submit updates to this list as they become necessary.

Name (please type or print)	***Title (please type or print)***	***Signature***
Contracts & Subcontracts		
_____	_____	_____
_____	_____	_____
_____	_____	_____
Requests for Scope Changes		
_____	_____	_____
_____	_____	_____
_____	_____	_____
Requests for Budget Revisions		
_____	_____	_____
_____	_____	_____
_____	_____	_____
Requests for Advances & Reimbursements		
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please submit this form with or before your first request for an advance or reimbursement.

EXHIBIT B

Office of Capital Improvements
Request for Advance Payment

Date	
Grantee	
Grantee Vendor Number *(Federal ID Number)*	
Bond Series / Other	
GOB Project Name & GOB Project Number	
GOB Project Amount	
Amount of Advance Requested	
Reason For Requested Amount	

Certification

I hereby certify that this request is in compliance with the Office of Capital Improvements Building Better Communities Bond Program Administrative Rules, Article III Section 1C(8) governing the request for advance payments. I also certify that this advance shall be maintained in a separtae interest bearing account, that these funds will not be co-mingled with other funds and that all interest earned will be repaid to the County. I further agree to account for this advance within one (1) year of the approval date, indicated below, and before any subsequent reimbursement requests are submitted.

AUTHORIZED SIGNATURE **DATE**

Administrative Use Only

Amount Approved | Authorized Signature | Date

EXHIBIT C

Office of Capital Improvements

Report of Interest Earned on Advance

*This form **must** be submitted with copies of bank statements or certified financial reports from the Grantee that verify the account number, date and amount of deposit, interest rates and total interest earned as of the date of this report.*

Grantee	
Bond Series & Other	
GOB Project Name & GOB Project Number	
Date of Deposit	
Amount of Deposit	
Expenditure To Date	
Interest Rate	
Interest Earned as of _____ (Date)	
Current Balance	

_____

AUTHORIZED SIGNATURE & TITLE

_____

DATE

Exhibit D

PLEASE SUBMIT THIS FORM ON MUNICIPALITIES LETTERHEAD

GOB Reimbursement Request

Date: _____

Office of Capital Improvements
Attn: Roger T. Hernstadt, Director
111 NW 1st Street, Suite 2100
Miami, Florida 33129

Attached please find the required reimbursement forms requesting payment in the amount of $_____ for the following:

GOB Project Name & GOB Project Number	Amount

I certify that all the attached documents have not been previously reimbursed or submitted for payment and that all of the expenditures comply with the terms and conditions of the contractual agreement, Miami-Dade County Ordinance 05-47 and the Building Better Communities Bond Program Administrative Rules and have attached our monthly report (Exhibit E) providing the latest project update.

Sincerely,

_____ _____

Authorized Signature/Title **Date**

Exhibit E

Office of Capital Improvements

Reimbursement Request - GOB Funding

Grantee:	
GOB Project Name & GOB Project Number:	
Bond Series / Other:	
Request Number:	
Date:	

		REIMBURSEMENT INFORMATION (000's)				
	(A)	(B)	(C)	((B+C) = D)	(A-D)	(D/A)
Series 2005 GOB Milestones	*Series 2005 Allocation*	*Total Prior Requests*	*Current Request*	*Total Requests*	*Series 2005 Allocation Balance*	*% of Series 2005 Allocation Spent*
				0	0	
RETAINAGE						
GRAND TOTAL						

SIGNATURE & TITLE

DATE

Note: A more detailed version of this form may be used.

Exhibit E

Office of Capital Improvements

Reimbursement Request - Total Project

Grantee:	
GOB Project Name & GOB Project Number:	
Bond Series / Other:	
Request Number:	
Date:	

SCHEDULE					Cost (000's)		Percentage of Work, Funds, and Time Completed		
	(A)	(B)	(C)	(D)	(E)	(F)	* (G)	((F/E) =H)	((D/C)=G)
Milestones	*Start Date*	*Finish Date*	*Duration In Days*	*Time Lapsed*	*Total Project Budget*	*Actual Spent*	*% of Work Completed Based on Actual Progress*	*% of Total Project Budget Spent*	*% of Time Lapsed*
GRAND TOTAL									

Project Status Description

SIGNATURE & TITLE

DATE

** Column G is an estimate of the work completed and is subjective.*

Note: A more detailed version of this form may be used.

EXHIBIT F

Office of Capital Improvements

Grantee Direct Labor Costs Report

Grantee:	
GOB Project Name & GOB Project Number:	
Bond Series / Other:	
Request Number:	
Billing Period:	

Budget Line Item	Employee Name	Job Classification	# of Hours	Hourly Rate	Total Labor Cost
Planning					
Total Planning Request					
Design					
Total Design Request					
Administration					
Total Administration Request					
Construction/Other					
Total Construction / Other Request					
Grand Totals					

AUTHORIZED SIGNATURE

DATE

EXHIBIT G

Office of Capital Improvements

Fixtures, Furniture and Equipment

(See Article III, Section 1 (C)10 of the Administrative Rules)

Grantee:
GOB Project Name & GOB Project Number:
Bond Series / Other:
Request Number:
Billing Period:

Vendor	FF&E Item	QTY	Amount

AUTHORIZED SIGNATURE & TITLE DATE

EXHIBIT H

Office of Capital Improvements
Project Completion Certificate

Date:	
Entity Name	
Entity Vendor Number *(Federal ID Number)*	
Bond Series / Other	
GOB Project Name & GOB Project Number	
Amount of Final Request	

Certification

I hereby certify that the above referenced Building Better Communities Bond Program project was completed in accordance with the contractual agreement between _____ and Miami-Dade County dated _____ and that all expended funds were used in accordance with the Agreement and the Rules.

_____ _____

AUTHORIZED SIGNATURE DATE

Administrative Use Only

Final Site Review

_____	_____	_____
Date of Final Site Visit	OCI Construction Manager	Date

Final Payment Approval

_____	_____	_____
Amount of Final Payment	OCI Fiscal Administrator	Date

EXHIBIT I

Office of Capital Improvements
Project Completion Certificate

Date:	
Entity Name	
Entity Vendor Number *(Federal ID Number)*	
Bond Series / Other	
GOB Project Name & GOB Project Number	
Amount of Final Request	

Certification

I hereby certify that the above referenced Building Better Communities Bond Program project was completed in accordance with the contractual agreement between _____ and Miami-Dade County dated _____ and that all expended funds were used in accordance with the Agreement and the Rules.

_____ _____

AUTHORIZED SIGNATURE DATE

Administrative Use Only

Final Site Review

_____	_____	_____
Date of Final Site Visit	OCI Construction Manager	Date

Final Payment Approval

_____	_____	_____
Amount of Final Payment	OCI Fiscal Administrator	Date

EXHIBIT J

Office of Capital Improvements

Fund Summary Status Report

Grantee:	
GOB Project Name & GOB Project Number:	
Bond Series / Other:	
Fiscal Year Ending:	
Date:	

Milestones	Land/Bldg Acquisition Year End Fund Status			Planning, Design & AdminYear End Fund Status			Construction Phase Year End Fund Status		
	Total Actual Expenditures as of:	Total Reimbursments Received as of:	Total Pending Reimbursements as of:	Total Actual Expenditures as of:	Total Reimbursments Received as of:	Total Pending Reimbursements as of:	Total Actual Expenditures as of:	Total Reimbursments Received as of:	Total Pending Reimbursements as of:

GRANTEE AUTHORIZED SIGNATURE

DATE

Auditor's Certification

I have obtained the Rules and related policies and procedures (Administrative Rules, Ordinances, Resolutions) and have performed the substantive tests deemed necessary to determine compliance with established policies and procedures. I have also verified that the above is an accurate reflection of expenditures and reimbursements for this audit period.

AUDITOR'S SIGNATURE

COMPANY NAME

DATE