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RESOLUTION NO. 2010-29

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; APPROVING THE SAFE NEIGHBORHOOD PARKS BOND PROGRAM 2009 DISCRETIONAY INTEREST AND PRE-LAND ACQUISITION FUNDS GRANT AGREEMENT FOR CORAL REEF PARK AND THALATTA PARK IN THE AGGREGATE AMOUNT OF \$319,561; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE VILLAGE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, to implement and give effect to the bond program, Miami-Dade County, Florida enacted Ordinance No. 96-115, the Safe Neighborhood Parks Ordinance (the "Ordinance"); and,

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

WHEREAS, in order to foster those important values, the projects more specifically listed below have been identified for reimbursement pursuant to the terms of the Ordinance; and,

WHEREAS, pursuant to the terms of the Ordinance, the Village of Palmetto Bay, has applied for grant monies to carry out improvements for Coral Reef Park and Thalatta Park; and,

WHEREAS, on September 14, 2009, the Village Council adopted Resolution No. 09-75 approving the two grand applications for the aggregate amount of \$319,561; and

WHEREAS, the Village is required to enter into a grant agreement with Miami-Dade County for the rendering of the two Safe Neighborhood Parks Bond projects.

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

**SAFE NEIGHBORHOOD PARKS BOND PROGRAM
2009 DISCRETIONARY INTEREST AND PRE-LAND ACQUISITION FUNDS
AGREEMENT**

This Agreement, ("Agreement") by and between Miami-Dade County, a political subdivision of the State of Florida ("County") through its Office of Capital Improvements (Safe Neighborhood Parks Bond Program) ("Office"), located at 111 N.W. 1 Street, Suite 2130, Miami, Florida 33128, and the Village of Palmetto Bay ("Grantee") having offices at 8950 S.W. 152 Street, Palmetto Bay, Florida 33033, states conditions and covenants for the rendering of Safe Neighborhood Parks Bond Project(s) for the County is entered into this _____ day of _____, 2010.

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

WHEREAS, to implement and give effect to the bond program, Miami-Dade County, Florida enacted Ordinance No. 96-115, the Safe Neighborhood Parks Ordinance; and

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

III. EFFECTIVE TERM. Both parties agree that the effective term of this Agreement shall be from December 1, 2009 to December 2, 2010. Failure by the Grantee to

complete the project by the aforementioned date shall be cause for the County to terminate this Agreement. There will be no extensions to the Agreement pursuant to RFP SNP0809.

IV. AMOUNT PAYABLE. The maximum amount payable for the project(s) rendered under this Agreement shall not exceed \$319,561 unless otherwise amended. The Grantee agrees to post a match which will be subject to verification by the County at the time of payment reimbursement. Expenditure match must be verified at the time of the independent audit (Ord., Sec. 13 and Rules, 9 B (13)). Grantee agrees to provide matching funds for the project(s) in the amount of \$319,561.

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

VI. FUNDING REGULATIONS.

- A. Establishment of residency requirements, imposition of non-resident fees, or failure of the Grantee to comply with any other conditions established by the Safe Neighborhood Parks Citizens' Oversight Committee ("Oversight Committee") shall be cause for the County to terminate this Agreement unless an exception is granted by the Oversight Committee.
- B. Failure by Grantee to produce the dollar for dollar cash match, unless waived by the Safe Neighborhood Parks Citizens' Oversight Committee at their August 18, 2009 meeting, as originally pledged to the projects(s) by the Grantee shall result in a reduction in bond funds awarded under this Agreement, equal to the cash match shortfall, or termination of the Agreement by the County, at the option of the Oversight Committee.

VII. CONDITIONS OF AWARD.

- A. Completed facility construction will have a permanent plaque, approved by the Oversight Committee, as to material, form, and content, affixed to the facility noting funding through the Safe Neighborhood Parks Bond Program.
- B. All construction funded with Safe Neighborhood Parks bond proceeds will comply with the current Florida Building Code specifications for such facilities.
- C. Land acquired and/or facility development or improvement funded by this Agreement must be vested with a public agency.
- (a) The Grantee agrees:
 - (1) To maintain and operate in perpetuity the property acquired, developed, improved, rehabilitated or restored with the funds, except where leases are in effect, and in the event of leases for a period of 25

years. The Grantee or its successors in interest in the property may transfer the responsibility to maintain and operate the property to another public agency or another not-for-profit organization in accordance with the SNP Ordinance and Administrative Rules. The Grantee must provide adequate programming for any new facilities constructed with proceeds of the bonds.

(2) To use the property only for the purposes state herein and to make no other use, sale, or disposition of the property, except as provided in Section 25B -25(b).

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

(4) In order to maintain the exclusion from gross income for federal income tax purposes of the interest of any bonds, notes or other evidences of indebtedness issue for the purposes of this article, to comply with each applicable requirement of Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended.

VIII. INDEMNIFICATION BY GRANTEE. The Village of Palmetto Bay shall indemnify and hold harmless the County and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of action, or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Village of Palmetto Bay or its employees, agents, servants, partners, principals or subcontractors. The Village of Palmetto Bay shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Village of Palmetto Bay expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Village of Palmetto Bay shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. The parties hereto acknowledge that the Indemnification in this Article shall at all times be subject to the limitations of Section 768.28, Florida Statutes.

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

X. CIVIL RIGHTS. The Grantee agrees to abide by Chapter 11A, Article IV of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment; Title VII of the Civil Rights Act of 1968, as amended,

which prohibits discrimination in employment and public accommodation; the Age Discrimination in Employment Act, 29 U.S.C., Section 621 et seq., as amended, which prohibits discrimination in employment because of age; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C., Section 794, as amended, which prohibits discrimination on the basis of disability; and the Americans with Disabilities Act, 42 U.S.C., Section 12103 et seq., which prohibits discrimination in employment and accommodation because of disability.

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

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

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

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

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

under Section XI. "Independent Private-Sector Inspector General".

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

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

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

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

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

XVII. MISCELLANEOUS.

- A. 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.
- B. Modifications. Any alterations, variations, modifications, or waivers of

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

- C. Counterpart. This Agreement is signed in 3 counterparts, and each counterpart shall constitute an original of this Agreement.
- D. Headings, Use of Singular and Gender. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement. Wherever used herein, the singular shall include the plural and the plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires.
- E. Agreement Contact. The County's representative for this Agreement is Veronica Rubert, Office of Capital Improvements. The Grantee's representative for this agreement is _____ (Name and Title).
- F. Fringe Benefits. In the event that a percentage of actual salary will be utilized as the method to claim eligible fringe benefit costs pursuant to Section 9 (D) (2) (c) of the Rules, such percentage shall not exceed __%. This percentage shall be demonstrated to the reasonable satisfaction of the County. Documentation in support of this percentage shall be submitted to the Office for approval contemporaneously with the execution of this Agreement.
- G. Subcontracts. Any subcontracts written under the provisions of the Ordinance (Sections 5 (b) (5) and 8 (c)) require prior review and written approval of the County, which shall be granted or denied in the sole discretion of the County.
- H. Totality of Agreement / Severability of Provisions. This 16 page Agreement with its recitals on the first page of the Agreement and with its attachments as referenced below contain all the terms and conditions agreed upon by the parties:

Attachments 1 and 2: Miami-Dade County Affidavits

Exhibit(s) 1 through 2: Approved Project(s) and Budget(s)

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

IN WITNESS THEREOF, the parties through their duly authorized representatives hereby execute this AGREEMENT with an effective date of _____, 2010.

City of _____, Florida

By: _____
City Manager Date

For the Board of Commissioners,
City of _____, Florida

_____, CLERK
Attest:

By: _____
Clerk Date

MIAMI-DADE COUNTY, FLORIDA

By: _____
County Mayor

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

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

HARVEY RUVIN, CLERK
Attest:

By: _____
Deputy Clerk Date

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



Full Legal Name	Address	Ownership	%
_____	_____	_____	____%
_____	_____	_____	____%
_____	_____	_____	____%

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By: _____
(Signature of Affiant) (Date)

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

200__ by _____ . He/She is personally known to me or has presented _____ as identification.
(Type of Identification)

(Signature of Notary) (Serial Number)

(Print or Stamp of Notary) (Expiration Date)

Notary Public – Stamp State of _____
(State)

Notary Seal

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

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

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

by _____
(print individual's name and title)

for _____
(print Name of entity submitting sworn statement)

whose business address is _____

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

- 2. I understand that a "public entity crime" as defined in paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to public entity or agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.
- 3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 - 1. A predecessor or successor of a person convicted of a public entity crime; or 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

(Signature)

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

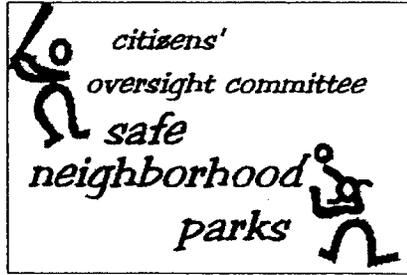
Personally known _____

OR Produced Identification _____ Notary Public - State of _____

(Type of Identification) My commission expires _____

(Printed typed or stamped commissioned name of notary public)

2009 Discretionary
Interest and Pre-Land
Acquisition Funds
Agreement



EXHIBIT

DISTRICT

Village of Palmetto Bay	Coral Reef Park Improvements 7895 S.W. 152nd Street
Park Improvements	

BUDGET ITEMS	Fiscal Year 2009-2010
PLANNING	<input type="text"/>
DESIGN	<input type="text"/>
PROJECT ADMINISTRATION	<input type="text"/>
PRE-AGREEMENT SOFT COSTS	<input type="text"/>
LAND/BLDG ACQUISITION	<input type="text"/>
CONSTRUCTION	
Park Improvements*	119,561
	<input type="text"/>
TOTAL CONSTRUCTION	<input type="text"/>
ART ALLOWANCE	<input type="text"/>
FIXTURES, FURNITURE, EQUIPMENT	<input type="text"/>
OTHER COSTS	<input type="text"/>
	<input type="text"/>
	<input type="text"/>
TOTAL AWARD	119,561

Remarks
 Scope of work is for park improvements as indicated on the SNP application dated July 15, 2009.
 * Pre-agreement construction costs were approved. Partial or entire grant amount may be used for pre-agreement construction costs.
 SNPCOC approved at their August 18, 2009 meeting. Match 1 to 1 required.

SAFE NEIGHBORHOOD PARKS BOND PROGRAM

ADMINISTRATIVE RULES

SECTION 1. BACKGROUND

These administrative rules govern the implementation of the Safe Neighborhood Parks Ordinance No. 96-115 (the "Ordinance"). In accordance with Section 5(b)(4) of the Ordinance, the original rules were prepared and adopted by the Citizens' Oversight Committee defined in the Ordinance (the "Committee") following public workshops held throughout the County and subsequent revisions adopted by the MAAR Subcommittee.

SECTION 2. SCOPE

These administrative rules have been prepared to address those programs identified in the Ordinance as "Municipal per capita allocation and direct grants for specific projects", as more particularly defined in Section 3(a) of the Ordinance, the "Grants for Specific Regional Projects", as more particularly defined in Section 3(b) of the Ordinance, and "Challenge Grants", as more particularly defined in Section 3(c) of the Ordinance (collectively, the "Covered Projects") and Interest Earnings Grants.

SECTION 3. GENERAL

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

Grant Recipients for Covered Projects are required to follow these administrative rules. Failure to do so may lead to disqualification.

Additional administrative rules and/or application materials may be obtained by contacting the Office of Safe Neighborhood Parks. All inquiries, correspondence and Grant Applications should be addressed to:

Office of Capital Improvements
Safe Neighborhood Parks
111 NW 1 Street, Ste. 2130
Miami, Florida 33128
Attn: Veronica Rubert

SECTION 4. DEFINITIONS

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

"Acquisition" means the act of obtaining real property or interests and rights in real property by various legal means to serve public outdoor recreation purposes.

"Applicant" means a Public Agency or Not-for-Profit Organization, which submits an application for Safe Neighborhood Parks bond funds during an announced Application Submission Period.

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

"Committee" means the Citizens' Oversight Committee that is appointed by the Dade County Board of County Commissioners to administer the Safe Neighborhood Parks capital improvement program.

"MAAR Subcommittee" means the Monitoring, Auditing & Administrative Rules Subcommittee, appointed by the Chair of the Committee to monitor the fiscal activities of the bond program and periodically review the Administrative Rules.

"GR Subcommittee" means the Grant Review Subcommittee, appointed by the Chair of the Committee to perform the initial review of grant applications for recommendation to the Committee for potential award.

"County" means Miami-Dade County, Florida.

"Development" means the act of physically improving an area, facility, resource or site to increase its ability or capacity to serve public recreation and conservation purposes.

"Fixtures, Furniture and Equipment (FF&E)" means 1) Fixtures – items that are permanently affixed to the park building or property, i.e., outdoor grills, benches, 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 and be directly related to the funded project, bleachers for courts, audio/visual equipment for community rooms, computers for computer labs, portable basketball goals for gymnasiums, etc.

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

"Grant" means Safe Neighborhood Parks bond funds approved for use by an Applicant for implementation of a Project pursuant to these rules.

"Grant Agreement" means an executed contract between the County and a Grantee setting forth-mutual obligations regarding a Grant.

"Grant Application" is the process described in these rules to make a formal request for Grant funds that commences upon submission by an Applicant of a Grant Application Form and ends upon the execution of a Grant Agreement or a decision not to fund.

"Grant Application Form" means the form provided by the Office of Safe Neighborhood Parks, the submission of which commences the Grant Application process.

"Grantee or Grant Recipient" means a Public Agency or Not-for-Profit Organization

receiving a Grant.

"Match" means cash available in an amount equal to that awarded from the Safe Neighborhood Parks bond program.

"Not-for-Profit Organization" means any legally incorporated not-for-profit organization created under the laws of the State of Florida (the "State") and designated as a tax exempt entity by the United States Internal Revenue Service, which has among its purposes the provision of park and recreation services, gang prevention and intervention, tree-planting, or the conservation and preservation of lands for park, natural areas, scenic, historic, or open spaces.

"Ordinance" means the Safe Neighborhood Parks Ordinance No. 96-115.

"Parks" means those areas of public land set aside for aesthetic, educational, recreational, or cultural use by the citizens of the County and the general public.

"Pre-agreement Expenses" means eligible expenses identified in Section 6(B) of these rules incurred by a Grantee for accomplishment of a Project prior to full execution of a Grant Agreement. *Effective October 1, 1999 Pre-agreement Expenses are limited to one (1) year prior to the application date of subsequent bond sales, unless previously approved by the Committee.*

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

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

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

- *Project Administration* - Grant Administration, Project Management (not related to construction supervision), Indirect costs(accounting/purchasing/personnel, etc.), Imposed fees (e.g. PSA selection/B&Z processing fees)
- *Planning Services* - Master Plan development and approval, Feasibility Studies
- *Design Services* - Schematic design, Design development, Construction documents, Bidding or Negotiation, As Built Drawings

"UMSA" means Unincorporated Municipal Service Area of the County, for which the County provides municipal services.

SECTION 5. FUNDING CYCLES; GRANT APPLICATION SUBMISSION PERIODS

A Funding Cycle shall be established by the Committee on an annual basis related to the sale of bonds, provided there are Safe Neighborhood Parks bonds remaining to be sold. Each Project determined by the Committee and the Board of County Commissioners to be

eligible may be funded during one or more Funding Cycles.

Each Safe Neighborhood Parks Project is funded through a Grant. Eligible Public Agencies and Not-for-Profit Organizations must apply for these Grants. Grant Agreements between the county and approved Applicants implement the Grants.

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

SECTION 6. GRANT APPLICATION

- A) ***Complete Grant Application.*** An Applicant must submit a complete Grant Application in order to receive an Award. A complete Grant Application means one that meets all the requirements of the Ordinance and these rules and is supported by proper documentation. Proper documentation includes all documentation reasonably required by the Committee or the County to enable determination of Project costs and compliance with the Ordinance. Such documentation shall include:
- 1) Completed Application Form.
 - 2) Completed Line Item Budget. The line item budget must be submitted with budget justifications for the **Pre-Agreement Soft Cost, Pre-Agreement Construction, Construction and Fixture, Furniture and Equipment** line items. The justification should provide detailed descriptions of the project elements. **Reimbursement for FF&E is contingent upon prior approval by the MAAR Subcommittee (see Section 9B-11).**
 - 3) Letter(s) of commitment for matching funds equal to the grant request as required by the application.
 - 4) Projected completion date for the Project.
 - 5) Project location map.
 - 6) For Development Projects, certification of ownership by the Public Agency or evidence of land tenure sufficient to satisfy the Committee that the project complies with the terms of the Ordinance.
 - 7) A Public Agency shall submit a resolution, which at a minimum: (i) authorizes the execution of the Grant Agreement; (ii) commits the Public Agency to complete the Project; (iii) as applicable, commits the Public Agency to provide operating, maintenance and programming funds upon completion of the Project, to the extent

allowed by law; and (iv) provides that the Grant shall not be used in substitution of other capital project funding.

- 8) A Not-for-Profit Organization shall submit a board resolution which at a minimum: (i) authorizes the execution of the Grant Agreement; (ii) commits the organization to complete the Project; (iii) and as applicable, commits the organization to provide operating, maintenance and programming funds upon completion of the Project.
- 9) An Applicant may request funding for a major Project in phases. Each phase shall constitute a distinct portion of the proposed Project. Each Applicant requesting funding for a Project in phases shall commit to completing the Project as defined in the Grant Agreement unless otherwise modified by approval of the Committee in accordance with these rules and the Ordinance.

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

- 1) The costs and activities are funded as part of the Grant award and are in compliance with the requirements of the Ordinance and these rules.
- 2) The Pre-agreement Expenses for Series 97, 98 and 99 were incurred after July 26, 1996 and before the effective date of the contract.
- 3) The Pre-agreement Expenses for all subsequent Series (after Series 99) were incurred no earlier than one (1) year prior to the application date, unless previously approved by the Committee.

SECTION 7. ELIGIBILITY REQUIREMENTS (CHALLENGE GRANTS)

In order to be eligible for award under the construction and/or development of youth recreation and service facilities the Ordinance requires that the park, recreation and open space acquisition and development occur in or serve areas which "are identified as economically and/or socially disadvantaged consistent with Federal guidelines, where at least 51 percent of residents live at or below 80 percent of the County's medium income, and which possess a documented deficiency in recreation and open space opportunities defined as the difference between area supply and demand for facilities, programs and services.

SECTION 8. ELIGIBILITY DETERMINATION

Following closure of an Application Submission Period, the Subcommittee will review each Grant Application for funding eligibility and determine the eligibility or ineligibility of each of its Grant Applications. The Committee may declare a Grant Application to be:

A. **Ineligible.** Declaration that a Grant Application is ineligible.

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

SECTION 9. GRANT ADMINISTRATION & REIMBURSEMENT POLICY

- A) As a condition of award of a Grant the County and the Grantee shall enter into a Grant Agreement which sets forth the responsibilities and duties of each regarding administration of the approved Project and approved Grant. The Grant Agreement shall specify the Project's beginning and end dates and shall incorporate such other terms and conditions as may be required by particular circumstances.
- B) Payment. Grantees are paid allocated Grant funds subject to the following conditions:
- 1) **Cost of Issuance of Bonds.** Not more than one percent (1%) of the value of each Grant award may be earmarked for all costs incidental to the preparation, issuance and administration of the Safe Neighborhood Parks bonds.
 - 2) **Timing.** Project costs eligible for reimbursement shall be incurred between the effective date of, and the Project completion date identified in, the Grant Agreement with the exception of Pre-agreement Expenses.
 - 3) **Soft Cost Limits.** Project Planning, Design and Administration, as defined in Section 4, are eligible Project soft costs provided that bond proceeds utilized to pay for such costs do not exceed seventeen percent (17%) of the total bond proceeds allocated to a given Project. Where a major Project is funded in phases, this cost limit may not necessarily apply to each individual Project phase, but must apply to the total allocation for the Project.
 - 4) Grantees will use their own procurement procedures, which reflect applicable Federal, state and local laws and regulations.
 - 5) Grantees are responsible for managing the day-to-day operations of Grant supported activities. Grantees must monitor Grant supported activities to assure compliance with the Ordinance, these rules, the Grant Agreement, and all applicable Federal, State, and local requirements.
 - 6) Payments to the Grantee may be withheld at any time that the Grantee fails to comply with Grant award conditions. Funds withheld for failure to comply with Grant award conditions but without suspension of the Grant shall be released to the Grantee upon subsequent compliance.
 - 7) Completion of the authorized signature form (Exhibit A).
 - 8) In general, payment shall be made on a reimbursement basis. A Grant Recipient may, upon submission of a *Request for Advance Payment* form (Exhibit B), receive an advance payment of up to 25% of the value of the Safe Neighborhood Parks

bond funds awarded for the subject Project. **All advance payments received by a Grantee shall be maintained in a separate interest bearing account and may not be co-mingled with other funds. All advances must be fully accounted for within one (1) year of the date of the approval and before subsequent reimbursement requests are paid.** The grantee will be required to close the account and submit a check to the County for the interest earned accompanied by an *Interest Earned on Advance Form (Exhibit C)*. Upon receipt of the check and supporting documentation all subsequent reimbursement requests can be paid. Checks must be made payable to Miami-Dade County Board of County Commissioners and forwarded to the Office of Safe Neighborhood Parks.

- 9) **Grantees must submit reimbursement requests on a quarterly basis, December 31, March 31, June 30 and September 30.** If a Grantee is unable to submit a reimbursement request by the quarterly deadline, a written justification indicating the reason for the delay and expected submission date is required to be submitted by the deadline. **Failure to comply with this requirement shall render the Grantee in non-compliance with the Administrative Rules and may result in reduction or forfeiture of payment, at the discretion of the MAAR Subcommittee.**
- 10) Grantees shall complete, sign, and submit to the County Reimbursement Request forms as necessary (Exhibits D through H). All Contractual Services/Direct Payment and FF&E reimbursement requests must be accompanied by supporting documentation (i.e., copies of invoices, receipts and check payments). **Grantees are required to submit requests for reimbursement within six months or two quarters following the date in which the expense is incurred, except when pre-agreement expenses have been approved.**
- 11) ***Reimbursement requests for FF&E items must be approved by the MAAR Subcommittee prior to submission of the request. Written requests for FF&E approval must be accompanied by Exhibit H.***
- 12) **Ten percent (10%)** of the value of the Safe Neighborhood Parks bond funding for a given Project shall be retained by the County until the Project is complete, unless otherwise approved in writing by the MAAR Subcommittee. Upon completion of a Project a signed project completion certificate (Exhibit I) must be submitted with the final reimbursement request forms in order for the retainer to be released.
- 13) The first reimbursement request for any grant requiring a dollar-for-dollar cash match must be accompanied by documentation of the expenditure of committed match funds (i.e. copies of invoices, canceled checks, etc.).
- 14) Each Grantee will ensure that all contractors and consultants perform in accordance with the terms, conditions and specifications of their contracts or purchase orders.
- 15) Each Grantee shall maintain an accounting system, which meets generally accepted accounting principles and shall maintain all required financial records to properly account for all Safe Neighborhood Parks bond funds and any supplemental funds used for the Project. The Grantee shall at all times maintain a separate accounting of all Safe Neighborhood Parks bond funds.
- 16) The Grantee shall be responsible for completing the Project. If the total cost of the

Project exceeds the value of the Grant, then the Grantee 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 Grantee must demonstrate that such supplemental funds have been committed to the Project prior to and as a condition of disbursement or further disbursement of Grant funds. The requirement for a Grantee to provide supplemental funds may be modified, in part or whole, by the Committee, to the extent that it approves in writing any reduction to the Project scope of work in accordance with the Ordinance. Approval of any reduction in scope of work is at the sole discretion of the Committee.

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

- 1) *Appraisal Required.* Prior to acquisition of a Project site, a Grantee 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 Grant funds authorized for payment for land acquisition shall in no case exceed the Grant funds available for such purpose. In the event that the negotiated acquisition price exceeds by ten percent or greater the appraised value of the land, the disbursement of Grant funds 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 Committee in writing. Appraisal costs are eligible Grant costs as long as the appraised property is being realistically and seriously considered for Acquisition, regardless of the outcome.
- 3) *Environmental Survey.* The Grantee may not purchase property with Grant funds until a Phase I environmental survey is completed, which demonstrates that the property is suitable for its intended general use and for the specific Project.
- 4) *Signage.* For Acquisition only Projects, for six months following Acquisition, the Grantee shall post a sign, in the general design provided by the County, containing the Safe Neighborhood Parks logo, identifying the source of Project funding. The cost of such a sign is eligible for payment from the Grant.
- 5) *Ownership.* Title to land acquired with Safe Neighborhood Parks bond funds shall vest with a Public Agency. Facilities constructed/developed with Safe Neighborhood Parks bond funds shall vest with a Public Agency.

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

- 1) *Licensed Contractors; Contractor Bonds.* Duly licensed or registered contractors shall perform all construction. Construction contracts for work in excess of the threshold amounts established in Section 255.20 of the Florida Statutes should

contain payment and performance bonds, which comply with the requirements of that Section.

2) *Cost Elements.*

- a) *Construction Equipment.* Grantees are required to use their own equipment, if available. If a Grantee's equipment is used, the maximum Grant payment shall cover operating and routine maintenance costs of such equipment; the Grant excludes any depreciation or replacement cost from payment. If an Applicant's equipment is used, a report or source document must describe the work performed, indicate the hours used and be relate the use to the Project. If a Grantee does not have needed construction equipment available, then the Grantee 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 Applicant 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 Applicant'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 Applicant's employees who perform work directly related to the accomplishment of the Project are eligible costs. These costs must be computed according to the Applicant'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 Applicant'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 Applicant's established policy, provided that the regular work time was devoted to the same Project. Salaries and wages claimed for employees working on grant-funded Projects must not exceed the Applicant's established rates for similar positions. Alternative methodologies for established wage rates must be pre-approved by the MAAR Subcommittee.
- d) *Consultant Services.* The costs of consultant services necessary for the Project are eligible. The Applicant must pay consultants according to the Applicant's customary or established method and rate. No consultant fee may be paid to the Applicant'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 Grant.

- b) *Fixtures, Furnishings and Equipment (FF&E)*. The cost of fixtures, furnishings and equipment necessary to operate the facility is eligible. Consumable goods shall not be considered eligible. ***(Please refer to Section 4 for a detailed definition of FF&E)***
 - c) *Interpretive Signs and Aids*. The cost of signs, display boards or other interpretive aids relating to the Project is eligible.
 - d) *Signage*. During the time period of Development, the Grantee shall post a sign at the Project site, in the general design provided by the County, containing the Safe Neighborhood Parks logo, identifying the source of funding for the Project. The cost of such a sign is eligible.
 - e) Grantees are encouraged to use value-engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions.
- 4) The following is a nonexclusive list of ineligible costs:
- a) *Grant Application costs.*
 - b) *Ceremonial expenses.*
 - c) *Expenses for publicity.*
 - d) *Bonus payments of any kind.*
 - e) *Charges in excess of the lowest responsive and responsible bid or proposal in accordance with the governing rules and procedures of the Applicant, when the law requires the Applicant to utilize competitive selection.*
 - f) *Charges for deficits or overdrafts.*
 - g) *Charges incurred contrary to the policies and practices of the Applicant.*
 - h) *Interest expense.*
 - i) *Litigation expenses or judgments, except for those awards resulting from an eminent domain taking.*
 - j) *The cost of services, material or equipment obtained under any other program.*
 - k) *Costs of discounts not taken.*
 - l) *The cost of purchasing a non-refundable option when acquiring land.*

E) Budget Changes.

- 1) Grantees shall adjust their Project budgets to reflect actual costs and updated cost estimates and shall submit adjusted Project budgets to the Office of Safe Neighborhood Parks with the project completion certificate.
- 2) Budget adjustments may not exceed the 17% limitation for design, planning, and program administration, nor exceed the total budget award allocation.
- 3) Grantees shall obtain the prior written approval of the Committee whenever budget adjustments are anticipated. The request must be in the same budget format the Grantee used in the Agreement and shall be accompanied by a narrative justification for the proposed revision. Such request for adjustment shall, if approved, amend the Grant Agreement under the Grant award. Requests for budget changes shall be considered by the Committee whenever any of the following adjustments are required:

- a) For any Project involving both Acquisition and Development activities, any proposed budget transfers from Acquisition to Development or vice versa.
 - b) Any proposed reduction or revision of the scope or objectives of the Project (regardless of whether there is an associated budget adjustment). ***However, in the event that a Grantee has completed the approved scope of work for a park and has unexpended funds, the Grantee may request to OSNP to expend these funds in an existing or new budget line item for the park. OSNP is authorized to approve such budget changes and expenses not to exceed \$9,999.00. (Revised 3/18/02 by MAAR Subcommittee)***
 - c) Any change that would increase planning, design, and program administration in the aggregate total.
- F) ***Cost Overruns.*** During the execution of work on a Project, the Grantee 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 Committee approval is required pursuant to paragraph E above, the Grantee 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 Committee a reduction in the Project scope consistent with the terms of the Ordinance.*

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

SECTION 10. COMPLIANCE RESPONSIBILITIES

The following constitute general requirements for program compliance:

- A) An annual independent audit of SNP funds must be submitted by all Grantees that expend \$500,000 or more in SNP funds in a fiscal year. This audit is due to OSNP by June 1st following the fiscal year for which the audit is performed.

The audit shall examine for compliance with contract specifications, verification of project costs and the prevention of corruption and fraud. The cost of this audit may be paid from the general bond fund.

Additionally, in accordance with SNP Bond Ordinance 96-115, Section 13, the SNP Citizens' Oversight Committee may, at its sole discretion, require recipients of any grant to retain the services of an independent private sector inspector general (IPSIG) to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of its contractors. ***(Revised January 11, 2007 by MAAR Subcommittee)***

- A) Land and facilities acquired, developed, improved or rehabilitated by Grant funds shall be dedicated and maintained in perpetuity for recreational use for the benefit of the general public except where leases are in effect. 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.
- B) Grant funds for the purposes of development, improvement, rehabilitation or restoration shall be expended for these purposes only on lands owned by a Grantee or on lands for which the Grantee holds a lease or other use agreement. Such lease or other use agreement must be for an unexpired term of 25 years. The Grant Recipient may demonstrate the eligibility of the Project to the reasonable satisfaction of the Committee, through a joint ownership, use, franchise or other agreement, evidencing that the lands and/or the Project will be utilized for the public benefit, consistent with the terms of this Ordinance, for a term of at least 25 years in duration. The lease must not be revocable at will.
- C) Grantee shall maintain all financial and programmatic records, supporting documents and other records pertinent to the Grant 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 Grant 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 Grantee 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 Grantee submits its final expenditure report.
- D) The Committee 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 Grantee in order to make audits, examinations, excerpts and transcripts.
- E) If a Grantee materially fails to comply with any term of an award, the Committee or the Office of Safe Neighborhood Parks (OSNP) 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 Grantee.*
 - 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 Grantee's program.*
 - 4) *Withhold further Grant awards from the Grantee, or*
 - 5) *Take other remedies that may be legally available.*
- F) Any of the enforcement actions listed in paragraph F above, taken by the OSNP, which are contested and unresolved between the Grantee and the County within thirty days of such action, will result in the MAAR Subcommittee providing the Grantee with an opportunity to be heard on the issue. Said hearing will occur within sixty days of the MAAR Subcommittee receiving the Grantee's written request. The MAAR Subcommittee will recommend appropriate action to the Committee.
- G) Costs of Grantee resulting from obligations incurred by the Grantee during a suspension

or after termination of an award are not allowable unless OSNP expressly authorizes them in the notice of suspension or termination or subsequently authorizes them in writing. Other Grantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- 1) *The costs result from obligations which were properly incurred by the Grantee before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are noncancelable; and*
 - 2) *The costs would be allowable if the award were not suspended or if the award expired normally at the end of the funding period in which the termination takes effects.*
- H) **Inspections.** Staff of the Committee or the County, or both, shall periodically inspect each Project to ensure compliance with these rules, the Ordinance, and the Grant agreement. Staff shall perform an inspection of the Project site to ensure compliance prior to release of the final Grant payment.

SECTION 11. SEMI-ANNUAL PROJECT STATUS REPORTS

Grantees are required to submit the Project Status Report on a semi-annual basis, in the format stipulated by OSNP. Additional reports shall be due upon request of the SNP Oversight Committee or the Office of Safe Neighborhood Parks. Reports may include:

- A) actual accomplishments of each grant
- B) problems encountered in implementation of each grant
- C) anticipated start and/or completion dates of each grant

Grantee may be required to meet with the Committee to discuss the Project.

SECTION 12. PROJECT CLOSE-OUT

- A) A Grantee has up to forty-five (45) days after the expiration or termination of the Grant to submit all final documentation including final reimbursement requests and project completion certificates.
- B) The close-out of a Grant 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 Grantee's obligation to return any funds due as a result of later refunds, corrections, or other transactions;*
 - 3) *Records retention responsibilities set forth above;*
 - 4) *Continuing responsibilities set forth in the Ordinance and these rules;*
 - 5) *Audit rights set forth in these rules.*
- C) Any amounts paid to Grantee in excess of the amount to which the Grantee is finally determined to be entitled under the terms of an award constitute a debt to the County. If

not paid within a reasonable period after demand, the County may reduce the debt by:

- 1) *Making an administrative offset against other requests for reimbursement;*
- 2) *Withholding payments otherwise due to the Grantee; or*
- 3) *Taking other action provided by law.*

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

SECTION 13. INTERPRETATION; ADMINISTRATION

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

The MAAR Subcommittee shall be authorized to interpret the provisions of these administrative rules on behalf of the Committee and its interpretation of any matters governed hereby shall be final. The Committee shall be authorized to amend these administrative rules, by majority vote, in accordance with its duly adopted bylaws, subject to applicable law.

Staff to the Committee shall be authorized and required to administer the Safe Neighborhood Parks bond program consistent with the Ordinance and these administrative rules.