RESOLUTION NO. 2016-48

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACTS; APPROVING AN ADDITION OF CERTAIN DOCUMENTS TO RESOLUTION NO. 2016-44 WHICH APPROVED THE BUILDING BETTER COMMUNITIES INTERLOCAL AGREEMENT BETWEEN THE VILLAGE OF PALMETTO BAY AND MIAMI-DADE COUNTY FOR THE DOWNTOWN STREETSCAPE PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Palmetto Bay previously approved Resolution No. 2016-44 related to the Building Better Communities Interlocal Agreement between the Village of Palmetto Bay and Miami-Dade County for the downtown streetscape project; and,

WHEREAS, Miami-Dade County has requested the inclusion of two additional documents to Resolution 2016-44.

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

Section 1. The Village Council hereby approves Exhibit 1, "Building Better Communities General Obligation Bond Program Administrative Rules" and Exhibit 2, "Proposed Project Budget Phase I – Downtown Streetscape" as amendments to Resolution No. 2016-44.

Section 2. This Resolution shall become effective immediately.

PASSED and ADOPTED this 20th day of June, 2016.

Attest:

Missy Arocha
Village Clerk

Eugene Flinn
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:

Dexter W. Lehtinen
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Karyn Cunningham	YES
Council Member Tim Schaffer	YES
Council Member Larissa Siegel Lara	YES
Vice-Mayor John DuBois	ABSENT
Mayor Eugene Flinn	YES

Attachment A

BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM ADMINISTRATIVE RULES

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EXHIBIT 1

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 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 Soft 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 Soft 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 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 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, 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, 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 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.

Village of Palmetto Bay
Economic Development Fund- Grant Application

PROPOSED PROJECT BUDGET
PHASE I - DOWNTOWN STREETSCAPE

Project Description: Reconstruction of 2,300 linear feet on Franjo Road from SW 184th Street to Northbound

FUNDING SOURCES- PHASE 1		
General Obligation Grant	$	7,500,000
Village of Palmetto Bay	$	4,940,000
TOTAL FUNDING SOURCES	**$**	**12,440,000**

PROJECT EXPENDITURES- PHASE 1			
Line Item	**Description**	**Cost**	
Hardscape	Widened sidewalks, dedicated bike lanes, brick pavers, crosswalks, lighting, furnishings, bollards & public art)	$	1,600,000
Drainage	drainage for streets, sidewalks & swales via collector drains to cisterns to capture rainwater and water runoff for landscaping irrigation system	$	1,000,000
Street Improvements	reconfigured streets with landscaped center island, on-street parking, pay stations, raised crosswalks, street signage & wayfair signs	$	1,500,000
Infrastructure Improvements	Watermain extension, specific sewer lateral upfrages, undergrounding utilities on Franjo Rd.	$	1,400,000
Transit Stops	bus shelters with solar panel roofs, bus storage for local commuter bus, integration with MDTA bus system, signage	$	250,000
Land Acquisition	acquisition to create new street grid and expanded ROW	$	800,000
Landscaping	removal, relocation, new landscaping and irrigation according to design and Village guidelines using cisterns, street lights with photovoltaic panels, water feature near park street and LED lighting features	$	1,700,000
Traffic Circle	new traffic circle to create a focal point at the intersection of SW 181 St and Franjo Rd. with contrasting pavers, water feature and landscaping	$	300,000
	Sub-Total	$	8,550,000
	Attorney/Architecture/ Engineering Fees (9%)	$	778,500
	Administration/Overhead (15%)	$	1,710,000
	Contingency	$	1,401,500
	TOTAL PROJECT EXPENDITURES	**$**	**12,440,000**

EXHIBIT 2

RESOLUTION NO. 2016-44

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACTS; APPROVING THE BUILDING BETTER COMMUNITIES INTERLOCAL AGREEMENT BETWEEN THE VILLAGE OF PALMETTO BAY AND MIAMI-DADE COUNTY FOR THE DOWNTOWN STREETSCAPE PROJECT AND ALLOCATING $7,500,000 TO THE PROJECT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE INTERLOCAL AGREEMENT AND OTHER RELATED DOCUMENTS AS REQUIRED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palmetto Bay previously submitted a grant application to the Miami-Dade County Board of County Commission (BCC) for infrastructure improvements in the Village's future downtown area under the Building Better Communities General Obligation Bond; and,

WHEREAS, the Village Council adopted Resolution No. 2015-12 authorizing the submittal of the grant application and urging the BCC to allocate recaptured funding for the Village's project; and,

WHEREAS, the Village is poised to receive $7,500,000 in recaptured funds from the BCC and is required to submit an executed Interlocal Agreement to the county for consideration and approval by the BCC.

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

Section 1. The Village Council hereby approves the Interlocal Agreement between the Village of Palmetto Bay and Miami-Dade County, included herewith as Exhibit A, which allocates $7,500,000 from the Building Better Communities General Obligation Bond program to the Village's Downtown Streetscape Project, as more specifically described on the attached Exhibit.

Section 2. The Village Manager is authorized to execute the Interlocal Agreement and other related documents and transmit same to Miami Dade County for consideration and approval by the Board of County Commissioners.

Section 3. This Resolution shall become effective immediately.

COPY

PASSED and ADOPTED this 6th day of June, 2016.

Attest:

Meighan Alexander
Village Clerk

Eugene Flinn
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:

Dexter W. Lehtinen
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Karyn Cunningham	YES
Council Member Tim Schaffer	YES
Council Member Larissa Siegel Lara	YES
Vice-Mayor John DuBois	NO
Mayor Eugene Flinn	YES