

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

Section 17. Representation of the Municipality: The Municipality represents that this Agreement has been duly authorized, executed and delivered by Mayor and Commissioners, as the governing body of the City of Coral Gables, Florida and it has granted the City Manager, or his designee, the required power and authority to execute this Agreement. The Municipality agrees to a) maintain Project 88-72236 for a minimum of 25 years, b) agrees to govern itself, in regards to the subject Project, in accordance with Article 6 of the County Charter, c) keep Project 88-72236 open safely and properly maintained for all Miami-Dade County residents, and d) allow all Miami-Dade County residents equal access and use of Project 88-72236 and not discriminate when charging facility admission fees based on where a resident resides in the County. The Municipality also agrees to accept and comply with the Administrative Rules as stated in Attachment 1 and as may hereafter be amended.

Section 18. Representation of the County: The County represents that this Agreement has been duly approved, executed and delivered by the Board, as the governing body of the County, and it has granted the Miami-Dade County Manager the required power and authority to execute this Agreement. The County agrees to provide the Funding Cycle Allocation to the Municipality for the purpose of developing and improving Project 88-72236 in accordance with each of the attached Exhibit Forms, incorporated herein as Exhibits A-J of Attachment 1 (Administrative Rules). Miami-Dade County shall only be obligated to reimburse the Municipality provided the Municipality is not in breach of this agreement and the Municipality has demonstrated that it has adequate funds to complete Project 88-72236. The County shall administer, in accordance with the appropriate regulations, the funds available from the BBC GOB Program as authorized by Board Resolutions. Any and all reimbursement obligations of the County shall be fully subject to and contingent upon the availability of funding from the County for the specific purpose contained herein. The Municipality shall be solely responsible for submitting all documentation, as required by the specific Administrative Rules incorporated herein as Attachment 1, to the County Manager or his designee for this purpose.

Section 19. Invalidity of Provisions, Severability: Wherever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

Section 20. **Indemnity:** To the extent permitted by law, the Municipality shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from, the performance of this Agreement by the Municipality or its employees, agents, servants, partners, principals, subconsultants or subcontractors. The Municipality shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The Municipality expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Municipality 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 County does hereby agree to indemnify and hold harmless the Municipality to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that statute, whereby the County shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgments or portions thereof, which when totaled with all other occurrences, exceeds the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise solely as a result of the negligence of the County. However, nothing herein shall be deemed to indemnify the Municipality from any liability or claim arising out of the negligent performance or failure of performance of the Municipality or any unrelated third party.

Section 21. **Assignment:** The Municipality may not assign all or any portion of this Agreement without the prior written consent of the County.

Section 22. **Entirety of Agreement:** This Agreement, and the attachments thereto, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

IN WITNESS THEREOF, the parties through their duly authorized representatives hereby execute this AGREEMENT with an effective date of May 23, 2006.

City of Coral Gables, Florida

By: [Signature]
City Manager Date

APPROVED AS TO FORM
[Signature]
For ELIZABETH M. FERNANDEZ,
City of Coral Gables, Florida
CITY ATTORNEY

, CLERK

Attest:
[Signature] 5-11-06
By: Clerk Date

MIAMI-DADE COUNTY, FLORIDA

By: [Signature]
County Manager

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

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

HARVEY RUVIN, CLERK

Attest:
[Signature] 5/23/06
By: Deputy Clerk Date



Approved by County Attorney as
to form and legal sufficiency.

[Signature]

[Handwritten mark]

**Miami-Dade County
Building Better Communities**

City of Coral Gables				Enhancements/Expansion of Public Parks and Plazas GOB Project Number 88-72236 Sunrise Harbor Park			
REVENUES			Milestones	EXPENSES		Total Estimated Expenses (000's)	
2005 GOB Allocation (000's)	Future GOB Allocations (000's)	Other Funding Allocations (000's) *		Projected Schedule Start Date	Projected Schedule End Date		
			0 Project Administration			0	
			0 Project Administration (Non-GOB)			0	
			0 Land Acquisition			0	
			0 Land Acquisition (Non-GOB)			0	
			0 Pre-design, Planning, including preliminary engineering			0	
			0 Pre-design, Planning, including preliminary (Non-GOB)			0	
			0 A&E Selection			0	
			0 A&E Selection (Non-GOB)			0	
17			17 Design	3/1/06	6/30/06	17	
			0 Design (Non-GOB)			0	
			0 Dry run/permit			0	
			0 Dry run/permit (Non-GOB)			0	
			0 Contractor Selection			0	
			0 Contractor Selection (Non-GOB)			0	
140			140 Construction On Going	2/1/07	6/30/07	140	
			0 Construction On Going (Non-GOB)			0	
13			13 Complete	7/1/07	8/31/07	13	
			0 Construction Substantially Complete (Non-GOB)			0	

Initial _____ Date _____

REVENUES				EXPENSES	
2005 GOB Allocation (000's)	Future GOB Allocations (000's)	Other Funding Allocations (000's) *	Total Estimated Revenues (000's)	Milestones	Total Estimated Expenses (000's)
			0	Other	0
			0	Other (Non-GOB)	0
170	0	0	170	TOTALS	170

* Other Funding (List sources and amounts)

Funding Source	Amount (000's)
Total	0

Project Narrative/Description

Replacement of drinking fountains, bury utility lines crossing park, resurface basketball court and construct a new pavilion.

GOB Total Funding Allocation Narrative/Description

GOB funding will provide all funding at this time.

GOB 2005 Funding Allocation Narrative/Description

GOB allocation will pay for 100 % of project.

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**AGREEMENT
BETWEEN
THE CITY OF CORAL GABLES FLORIDA
AND
MIAMI-DADE COUNTY**

**GOB Project Number 88-72235/ENHANCEMENTS-EXPANSION OF PARKS
AND PUBLIC PLAZAS
Biltmore Tennis Center**

THIS AGREEMENT (the "Agreement") by and between Miami-Dade County, a political subdivision of the State of Florida (the "County"), through its governing body, the Board of County Commissioners of Miami-Dade County, Florida (the "Board") and the City of Coral Gables, Florida, a municipal corporation organized under the laws of the State of Florida, through its governing body, the Mayor and Commissioners of the City of Coral Gables, Florida (the "Municipality") is entered into this 23 day of May, 2006.

WITNESSETH

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

WHEREAS, the aforementioned Resolutions include specific countywide projects, neighborhood projects for the Unincorporated Municipal Service Area and municipalities and associated allocations for activities such as but not limited to development, improvement, rehabilitation, restoration or acquisition of real property; and

WHEREAS, GOB Project Number 88/Enhancements-Expansion of Public Parks and Plazas, (the "Project") is eligible for funding from the BBC GOB Program in a total amount not to exceed \$5,000,000 (the "Funding Allocation"); and

WHEREAS, the Municipality is undertaking completion of enhancements to Salvadore Park (the "Project 88-70651"), Coral Bay Park (the "Project 88-70652"), Phillips Park (the "Project 88-72231"), Youth Center (the "Project 88-72232"), Riviera Park (the "Project 88-72234"), Biltmore Tennis Center (the "Project 88-72235"), Sunrise Harbor Park (the "Project 88-72236"), Venetian Pool (the "Project 88-72237), addition of Signage and Historical Markers (the "Project 88-72230"), and expansion of public parks through Land Acquisition (the "Project 88-70653") which was specifically approved as part of the BBC GOB Program or is eligible for funding from one of the programs to be funded under the BBC GOB Program; and

WHEREAS, the Project as a whole is estimated to cost \$5,000,000 (the "Total Project Cost"). Project 88-72235 is estimated to cost \$400,000 and will be funded from the sources listed in Exhibit 1; and

WHEREAS, pursuant to the terms of this Agreement the County has agreed to allocate \$400,000 from the Series A 2005 Bonds for the Project 88-72235 (the "Funding Cycle Allocation"); and

WHEREAS, the Commissioners of both the County and the Municipality have authorized, by resolution, their respective managers to enter into this Agreement for each Funding Cycle Allocation describing their respective roles in the funding for the Project costs with respect to such Funding Cycle Allocation,

NOW THEREFORE, pursuant to Resolution No. R-595-05, which specifically authorizes the County Manager to execute such agreements, sub-agreements and other required contracts and documents, to expend Building Better Communities bond funds received for the purpose described in the funding request, and in consideration of the mutual promises and covenants contained herein and the mutual benefits to be derived from this Agreement, the parties hereto agree as follows:

Section 1. Purpose: The purpose of this Agreement is to clarify the parties' roles and obligations regarding the funding being provided with respect to Project 88-72235.

Section 2. Funding Responsibilities:

- a. **Project Funding Plan:** A Project 88-72235 funding plan identifying the Funding Allocation to be funded by the County solely from BBC GOB Program proceeds and the costs to be funded by the Municipality through a local funding plan or written project funding commitments from third parties is attached as Exhibit 1. Included shall be a projected timetable for each Funding Cycle Allocation and the amount funded to date, if any.
- b. **Representations of the Municipality:** The Municipality covenants and warrants that it has, in combination with the Funding Allocation, the amount of funding necessary for the completion of Project 88-72235. The additional sources of funding are listed in Exhibit 1.
- c. **Responsibilities of the County:** The County agrees to provide solely from BBC GOB Program proceeds for the Funding Cycle Allocation in an amount equal to \$400,000. This amount represents a portion of the amount necessary to complete Project 7-70560. This sum shall be provided in accordance with the reimbursement procedures contained in the County's GOB Administrative Rules attached as Attachment 1. In the event that the Project Milestones, as defined and set forth in Exhibit 1 of this Agreement are not within 10% of completion, the dollars to be funded for subsequent Milestones may be delayed for one calendar year in accordance with the Administrative Rules, see Section 18 of this Agreement.

Section 3. Effective Date and Term: This Agreement shall take effect upon execution and shall terminate upon the completion of Project 88-72235, including the completion of all final closeout documentation.

Section 4. Compliance with Codes and Laws: Each party agrees to abide by all Applicable Laws necessary for the development and completion of Project 88-72235. "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, all disclosure requirements imposed by Section 2-8.1 of the Miami-Dade County Code, all requirements of Miami-Dade County Ordinance No. 90-133 (amending Section 2-8.1), County Resolution No R-754-93 (Insurance Affidavit), County Ordinance No. 92-15 (Drug-Free Workplace), and County Ordinance No. 91-142 (Family Leave Affidavit), execution of public entity crimes disclosure statement, Miami-Dade County disability non-discrimination affidavit, and Miami-Dade County criminal record affidavit, all applicable requirements of Miami-Dade County Ordinance No. 90-90 as amended by Ordinance 90-133 (Fair Wage Ordinance), Section 2-11.15 of the Code (Art in Public Places), the requirements of Section 2-1701 of the Code and all other applicable requirements contained in this Agreement and Attachment 1, which exhibit is hereby incorporated in this Agreement by this reference.

Section 5. Contractual obligation to comply with certain County requirements:

The Municipality shall comply and shall cause its contractors to comply with Miami-Dade County Resolution No. R-385-98 which creates a policy prohibiting contracts with firms violating the Americans with Disabilities Act of 1990 and other laws prohibiting discrimination on the basis of disability and provide Developer, on an annual basis, and execute a Miami-Dade County Disability Non-Discrimination Affidavit confirming such compliance.

The Municipality covenants and agrees with the County to comply with Miami-Dade County Ordinance No. 72-82 (Conflict of Interest), Resolution No. R-1049 93 (Affirmative Action Plan Furtherance and Compliance), Resolution No. R-385-95 (Policy prohibiting contracts with firms violating the ADA and other laws prohibiting discrimination on the basis of disability), Resolution No. R.-185-00 (Domestic Leave Ordinance).

Except where State or federal laws or regulations mandate to the contrary, the Municipality shall comply and shall cause its contractors to comply with the requirements of Section 2-1701 of the Code of Miami-Dade County and

Administrative Order 3-27 and the Community Workforce Program Provisions to the same extent as if this Agreement were a County capital construction contract.

Except where State or federal laws or regulations mandate to the contrary, the Municipality shall comply and shall cause its contractors to comply with the requirements of Section 10-33.02 of the Code of Miami-Dade County and the Community Small Business Enterprise Program Provisions to the same extent as if this Agreement were a County capital construction contract.

The Municipality shall cooperate and shall cause its contractors and consultants to cooperate with the County's Department of Business Development ("DBD") to identify and establish appropriate Community Business Enterprise goals for architecture and engineering services ("CBE-A/E"), and to identify and establish appropriate Community Small Business Enterprise ("CSBE") subcontractor and local workforce (CWP) goals for construction trade and labor work associated with the Project. The Municipality shall cause its contractors to comply with all CBE-A/E, CSBE subcontractor and local workforce goals established by DBD for the Project and shall cause its contractors to comply with all other requirements of the CBE-A/E Participation Provisions, CSBE Participation Provisions and Community Workforce Program Provisions.

The Municipality shall, and shall require all contractors and consultants to, (a) comply with all periodic monitoring and other compliance documentation required by DBD in connection with the CBE-A/E Participation Provisions, the CSBE Participation Provisions, and the CWP, (b) grant to DBD all rights of access to records of contractors and subcontractors for monitoring and compliance with the foregoing, and (c) comply with all enforcement actions and pay any sanctions imposed by DBD for non-compliance with the foregoing. The Municipality shall include the foregoing requirements in each contract.

All records of the Municipality and its contractors pertaining to Project 88-72235 shall be maintained in Miami-Dade County and, upon reasonable notice shall be made available to representatives of the County. In addition, the Office of Inspector General of Miami-Dade County shall have access thereto for any of the purposes provided in Sec. 2-1076 of the Code of Miami-Dade County.

The Municipality shall cause each contract to include a provision that contractor shall comply with all requirements of the CWP, the CBE-A/E Participation Provisions and the CSBE Participation Provisions (including prompt payment), and Section 2-1076, and that contractor will maintain all files, records, accounts of expenditures for contractor's portion of the Work and that such records shall be maintained within Miami-Dade County and County shall have access thereto as provided in this Agreement.

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

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

Section 6. Access and Audits: The Municipality shall maintain adequate records to justify all charges, expenses, and costs incurred which represent the funded portion of Project 88-72235 for at least three (3) years after completion of the Project. The County shall have access to all books, records, and documents as required in this section for the purpose of inspection or auditing during normal business hours.

Pursuant to Section 2-1076 of the Miami-Dade County Code the County shall have the right to engage the services of an independent private-sector inspector general ("IPSIG") to monitor and investigate compliance with the terms of this Agreement. The 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, and contracts such as this Agreement for improvements some cost of which is funded with County funds.

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

The 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 Municipality and contractor and their respective officers, agents and employees, lobbyists, subcontractors, materialmen, staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud. The IG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to the Municipality (and any affected contractor and materialman) from IG, the Municipality (and any affected contractor and materialman) 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 is authorized to investigate any alleged violation by a contractor of its Code of Business Ethics, pursuant Miami-Dade County Code Section 2-8.1.

The provisions in this section shall apply to the Municipality, its contractors and their respective officers, agents and employees. The Municipality shall incorporate the

provisions in this section in all contracts and all other agreements executed by its contractors in connection with the performance of this Agreement. Any rights that the County has under this Section shall not be the basis for any liability to accrue to the County from the Municipality, its contractors or third parties for such monitoring or investigation or for the failure to have conducted such monitoring or investigation and the County shall have no obligation to exercise any of its rights for the benefit of the Municipality.

Section 7. Relationship of the Parties: The parties agree that the Municipality is an independent entity responsible solely for Project 88-72235 and not an agent or servant of the County. No party or its officers, elected or appointed officials, employees, agents, independent contractors or consultants shall be considered employees or agents of any other party, nor to have been authorized to incur any expense on behalf of any other party, nor to act for or to bind any other party, nor shall an employee claim any right in or entitlement to any pension, workers' compensation benefit, unemployment compensation, civil service or other employee rights or privileges granted by operation of law or otherwise, except through and against the entity by whom they are employed.

Section 8. Liability: The parties to this Agreement shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party. Nothing contained herein shall be construed as a waiver, by either party, of the liability limits established in Section 768.28 of the Florida Statutes. The Municipality acknowledges that the County, its employees, commissioners and agents are solely providing funding assistance for Project 88-72235 and are not involved in the design, construction, operation or maintenance of Project 88-72235.

Section 9. Breach, Opportunity to Cure and Termination:

- (a) Each of the following shall constitute a default by the Municipality:
- (1) If the Municipality uses the Funding Cycle Allocation for costs not associated with Project 88-72235 (i.e. ineligible costs), and the Municipality fails to cure its default within thirty (30) days after written notice of the default is given to the Municipality by the County; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the Municipality commences diligently and thereafter continues to cure.
 - (2) If the Municipality shall breach any of the other covenants or provisions in this Agreement other than as referred to in Section 9(a)(1) and the Municipality fails to cure its default within thirty (30) days after written notice of the default is given to the Municipality by the County; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the Municipality commences diligently and thereafter continues to cure.

- (b) Each of the following shall constitute a default by the County:
- (1) If the County shall breach any of the covenants or provisions in this Agreement and the County fails to cure its default within thirty (30) days after written notice of the default is given to the County by the Municipality; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the County commences diligently and thereafter continues to cure.
- (c) Remedies:
- (1) Upon the occurrence of a default as provided in Section 9(a)(1) and such default is not cured within the applicable grace period, the County, in addition to all other remedies conferred by this Agreement, the Municipality shall reimburse the County, in whole or in part as the County shall determine, all funds provided by the County hereunder.
 - (2.) Either party may institute litigation to recover damages for any default or to obtain any other remedy at law or in equity (including specific performance, permanent, preliminary or temporary injunctive relief, and any other kind of equitable remedy).
 - (3) Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default.
 - (4) Any failure of a party to exercise any right or remedy as provided in this Agreement shall not be deemed a waiver by that party of any claim for damages it may have by reason of the default.
- (d) Termination:
- (1) Notwithstanding anything herein to the contrary, either party shall have the right to terminate this Agreement, by giving written notice of termination to the other party, in the event that the other party is in material breach of this Agreement.
 - (2) Termination of this Agreement by any Party is not effective until five (5) business days following receipt of the written notice of termination.
 - (3) Upon termination of this Agreement pursuant to Section 9(d)(1) above, no party shall have any further liability or obligation to the other party except as expressly set forth in this Agreement; provided that no party shall be relieved of any liability for breach of this Agreement for events or obligations arising prior to such termination.

Section 10. Litigation Costs/Venue: In the event that the Municipality or the County institutes any action or suit to enforce the provisions of this Agreement, the prevailing party in such litigation shall be entitled to reasonable costs and attorney's fees at the trial, appellate and post-judgment levels. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The County and the Municipality agree to submit to service of process and jurisdiction of

the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.

Section 11. Naming Rights and Advertisements: In the event that any naming rights or advertisement space is offered on a facility constructed or improved with BBC GOB Program funds, then Miami-Dade County's name, logo, and slogan shall appear on the facility not less than once and equal to half the number of times the most frequent sponsor or advertiser is named, whichever is greater. Lettering used for Miami-Dade County will be no less than 75% of the size of the largest lettering used for any sponsor or advertiser unless waived by the Board. The Municipality must include the following credit line in all promotional marketing materials related to this funding including web sites, news and press releases, public service announcements, broadcast media, programs, and publications: "THIS PROJECT IS SUPPORTED BY THE BUILDING BETTER COMMUNITIES BOND PROGRAM AND THE MAYOR AND BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY."

Section 12. Notice: Any notice, consent or other communication required to be given under this Agreement shall be in writing, and shall be considered given when delivered in person or sent by facsimile or electronic mail (provided that any notice sent by facsimile or electronic mail shall simultaneously be sent personal delivery, overnight courier or certified mail as provided herein), one business day after being sent by reputable overnight carrier or 3 business day after being mailed by certified mail, return receipt requested, to the parties at the addresses set forth below (or at such other address as a party may specify by notice given pursuant to this Section to the other party):

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

The Municipality:
David L. Brown, City Manager
City of Coral Gables
405 Biltmore Way
Coral Gables, Florida 33134

Section 13. Modification and Amendment: Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.

Section 14. Joint Preparation: The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

Section 15. Headings: Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

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

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Section 18. **Representation of the County:** The County represents that this Agreement has been duly approved, executed and delivered by the Board, as the governing body of the County, and it has granted the Miami-Dade County Manager the required power and authority to execute this Agreement. The County agrees to provide the Funding Cycle Allocation to the Municipality for the purpose of developing and improving Project 88-72235 in accordance with each of the attached Exhibit Forms, incorporated herein as Exhibits A-J of Attachment 1 (Administrative Rules). Miami-Dade County shall only be obligated to reimburse the Municipality provided the Municipality is not in breach of this agreement and the Municipality has demonstrated that it has adequate funds to complete Project 88-72235. The County shall administer, in accordance with the appropriate regulations, the funds available from the BBC GOB Program as authorized by Board Resolutions. Any and all reimbursement obligations of the County shall be fully subject to and contingent upon the availability of funding from the County for the specific purpose contained herein. The Municipality shall be solely responsible for submitting all documentation, as required by the specific Administrative Rules incorporated herein as Attachment 1, to the County Manager or his designee for this purpose.

Section 19. **Invalidity of Provisions, Severability:** Wherever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

Section 20. Indemnity: To the extent permitted by law, the Municipality shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from, the performance of this Agreement by the Municipality or its employees, agents, servants, partners, principals, subconsultants or subcontractors. The Municipality shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The Municipality expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Municipality 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 County does hereby agree to indemnify and hold harmless the Municipality to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that statute, whereby the County shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgments or portions thereof, which when totaled with all other occurrences, exceeds the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise solely as a result of the negligence of the County. However, nothing herein shall be deemed to indemnify the Municipality from any liability or claim arising out of the negligent performance or failure of performance of the Municipality or any unrelated third party.

Section 21. Assignment: The Municipality may not assign all or any portion of this Agreement without the prior written consent of the County.

Section 22. Entirety of Agreement: This Agreement, and the attachments thereto, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

IN WITNESS THEREOF, the parties through their duly authorized representatives hereby execute this AGREEMENT with an effective date of May 23, 2006.

City of Coral Gables, Florida

By: [Signature]
City Manager Date

APPROVED AS TO FORM
[Signature]

For the Board of Commissioners,
City of Coral Gables, Florida

, CLERK

Attest:

By: [Signature] 5-11-06
Clerk Date

MIAMI-DADE COUNTY, FLORIDA

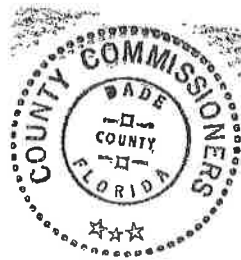
By: [Signature]
County Manager

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

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

HARVEY RUVIN, CLERK

Attest:



By: [Signature] 5/23/06
Deputy Clerk Date

Approved by County Attorney as
to form and legal sufficiency.

[Signature]

[Handwritten mark]

**Miami-Dade County
Building Better Communities**

City of Coral Gables				Enhancements/Expansion of Public Parks and Plazas GOB Project Number 88-72235 Biltmore Tennis Center			
REVENUES			Milestones	EXPENSES		Total Estimated Expenses (000's)	
2005 GOB Allocation (000's)	Future GOB Allocations (000's)	Other Funding Allocations (000's) *		Projected Schedule Start Date	Projected Schedule End Date		
		0	Project Administration			0	
		0	Project Administration (Non-GOB)			0	
		0	Land Acquisition			0	
		0	Land Acquisition (Non-GOB)			0	
10		10	Pre-design, Planning, including preliminary engineering	3/1/06	3/31/06	10	
		0	Pre-design, Planning, including preliminary (Non-GOB)			0	
		0	A&E Selection			0	
		0	A&E Selection (Non-GOB)			0	
40		40	Design	4/1/06	6/30/06	40	
		0	Design (Non-GOB)			0	
		0	Dry run/permit			0	
		0	Dry run/permit (Non-GOB)			0	
		0	Contractor Selection			0	
		0	Contractor Selection (Non-GOB)			0	
300		300	Construction On Going	2/1/07	6/30/07	300	
		0	Construction On Going (Non-GOB)			0	
50		50	Construction Substantially Complete	7/1/07	8/31/07	50	
		0	Construction Substantially Complete (Non-GOB)			0	

Initial _____ Date _____

REVENUES			EXPENSES		
2005 GOB Allocation (000's)	Future GOB Allocations (000's)	Other Funding Allocations (000's) *	Total Estimated Revenues (000's)	Milestones	Total Estimated Expenses (000's)
			0	Other	0
			0	Other (Non-GOB)	0
400	0	0	400	TOTALS	400

* Other Funding (List sources and amounts)

Funding Source	Amount (000's)
Total	0

Project Narrative/Description

Construct permanent bleachers with storage, install speed bumps in the driveway, design and build 3/4 wall racquetball court near practice wall, upgrade lighting on all wall courts to the industry standard of 80 foot candles, re-size or eliminate service window, landscape along access road to separate access area tennis complex, and remodel restrooms.

GOB Total Funding Allocation Narrative/Description

GOB funding will provide all funding at this time.

GOB 2005 Funding Allocation Narrative/Description

GOB allocation will pay for 100 % of project.

Memorandum



Date: May 17, 2005

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

From: 
George M. Burgess
County Manager

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

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

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

RECOMMENDATION

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

BACKGROUND

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


Assistant County Manager




MEMORANDUM

(Revised)

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

DATE: May 17, 2005

FROM: 
Robert A. Ginsburg
County Attorney

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

Please note any items checked.

"4-Day Rule" ("3-Day Rule" for committees) applicable if raised

6 weeks required between first reading and public hearing

4 weeks notification to municipal officials required prior to public hearing

Decreases revenues or increases expenditures without balancing budget

Budget required.

Statement of fiscal impact required

Bid waiver requiring County Manager's written recommendation

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

Housekeeping item (no policy decision required)

No committee review

Approved _____ Mayor

Veto _____

Override _____

Substitute

Agenda Item No. 14(A)(10)

05-17-05

RESOLUTION NO. _____

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

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

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

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

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

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

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

7

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

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

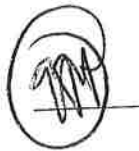
The Chairperson thereupon declared the resolution duly passed and adopted this
17th day of May, 2005. This Resolution and contract, if not vetoed, shall become
effective in accordance with Resolution No. R-377-04.

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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Gerald T. Heffernan

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

SECTION 1. BACKGROUND

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

SECTION 2. SCOPE

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

SECTION 3. GENERAL

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

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

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

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

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

SECTION 4. DEFINITIONS

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

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

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

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

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

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

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

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

“County” means Miami-Dade County, Florida.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Recipient" means an entity receiving a Funding Allocation.

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

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

Professional Services Agreement selection/permit processing fees)

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

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

SECTION 5. FUNDING CYCLES; APPLICATION SUBMISSION PERIODS

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

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

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

SECTION 6. FUNDING APPLICATION

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

- 1) Completed Funding Application Form.

- 2) Completed Line Item Budget. The line item budget must be submitted with budget justifications for the Construction and Fixture, **Furniture and Equipment** line items. The justification should provide detailed descriptions of the project elements. Reimbursement for Fixture, Furniture & Equipment is contingent upon prior inclusion and approval of these expenses in the Funding Agreement. (See Section 9B-11).
 - 3) Letter(s) of commitment for matching funds that complement the Funding Allocation request as may be required by the application.
 - 4) Projected completion date for the Project.
 - 5) Project location map.
 - 6) For Development Projects, certification of ownership by the Applicant or evidence of land tenure sufficient to satisfy the Board that the project complies with the terms of the Ordinance.
 - 7) An Applicant shall submit a resolution, which at a minimum: (i) authorizes the execution of the Funding Agreement; (ii) commits the Applicant to complete the Project; (iii) as applicable, commits the Applicant to provide operating, maintenance and programming funds upon completion of the Project, to the extent allowed by law; and (iv) provides that the Funding Allocation shall not be used in substitution of other capital project funding.
 - 8) A Community Based Organization shall submit a board resolution which at a minimum: (i) authorizes the execution of the Funding Agreement; (ii) commits the organization to complete the Project; (iii) and as applicable, commits the organization to provide operating, maintenance and programming funds upon completion of the Project.
 - 9) An Applicant may request funding for a major Project in phases. Each phase shall constitute a distinct portion of the proposed Project. Each Applicant requesting funding for a Project in phases shall commit to completing the Project as defined in the Funding Agreement unless otherwise modified by approval of the Board in accordance with these rules and the Ordinance.
- B) **Pre-agreement Expenses.** The incurring of Pre-agreement Expenses creates no obligation on the County to execute a Funding Agreement or otherwise satisfy those expenses. However, prior to the effective date of the Funding Agreement, a recipient may incur eligible Pre-agreement Expenses as defined in Section 4, and then after the effective date of the Funding Agreement be reimbursed for those costs, provided that:
- 1) The costs and activities are funded as part of the Funding Allocation award and are in compliance with the requirements of the Ordinance and these rules.
 - 2) The Pre-agreement Expenses for all subsequent Series (after Series 05) were incurred no earlier than one (1) year prior to the application date, unless previously approved by the Board.

SECTION 7. ELIGIBILITY REQUIREMENTS

A) Economic Development Fund

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

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

1) Program Objectives

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

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

2) Program Descriptions and Criteria

a) Historic Preservation Fund

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

Eligibility Requirements:

Applicants:

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

b) Not-for Profit Community Organization Capital Fund

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

Eligibility Requirements:

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

c) Primary Healthcare Facilities Fund

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

Eligibility Requirements:

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

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

SECTION 8. ELIGIBILITY DETERMINATION AND EVALUATION

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

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

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

SECTION 9. FUNDING ALLOCATION ADMINISTRATION & REIMBURSEMENT POLICY

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