



SAFE NEIGHBORHOOD PARKS (SNP) BOND PROGRAM

2009 FUNDING GRANT APPLICATION Request for Proposals Number SNP0809

**MINIMUM FUNDS AVAILABLE:
\$6,000,000**

**Applications must be submitted by:
2:00 p.m., Monday, July 20, 2009**
Applications must be submitted to:

**Miami-Dade County
Stephen P. Clark Center
Clerk of the Board
111 NW 1st Street, RM 17-202
Miami, FL 33128**

2009 SNP Funding
Grant Application Information and Instructions
Request for Proposals
SNP0809

1. General Information:

- Grant funds may be used for land acquisition and/or capital development of public parks.
- Stand alone purchases must have a minimum life expectancy of 25 years.
- Grant funds shall be paid on a reimbursement basis.
- Grant funds require a dollar-for-dollar cash match for the requested scope of work.
- Minimum request is \$10,000 per project/application.
- Public land leases must be a minimum of 25 unexpired years and not revocable at will.
- All funds must be expended within one year after funds are allocated by the Board of County Commission (BCC) to a stakeholder. There will be no contract extensions.

THE GRANT FUNDS ARE GOVERNED BY THE SNP BOND PROGRAM ADMINISTRATIVE RULES, AND SNP BOND ORDINANCE NO. 96-115 AS AMENDED AND AS CODIFIED IN ARTICLE 3 OF CHAPTER 25B (AVAILABLE ONLINE AT WWW.MIAMIDADE.GOV/GOVACTION/HOME.ASP AND WWW.MUNICODE.COM). ALL FUNDING APPLICATIONS MUST ADHERE TO THE REQUIREMENT OF ORDINANCE NO 96-115 AND THE ADMINISTRATIVE RULES. A COPY OF THE ADMINISTRATIVE RULES IS PROVIDED (ATTACHMENT E).

2. For each park project, submit one (1) original application and fifteen (15) copies of **Sections I-IV** and **Attachments A and B** of this package. You may submit one authorizing Resolution for all applications (for samples, see **Attachment C** for government agencies and **Attachment D** for not-for-profit organizations). When completing the Line Item Budget Form (**Attachment A**) for the SNP grant funds requested, please round to the nearest hundred and budget on cash basis. **All pages of the original application and each copy must be submitted on pre-punched 3-hole paper.**
3. A pre-proposal conference has been scheduled for Thursday, June 25, 2009 at 2:00 p.m. at the Stephen P. Clark Center, 111 N.W. 1 Street, 18th Floor, Room 18-3. Applicants should submit questions in writing to the Office of Capital Improvements, Safe Neighborhood Parks Bond Program in advance of the pre-proposal conference.

Should you require a sign language interpreter or materials in accessible format for this pre-proposal conference, please call the DPM ADA Coordinator at 305.375.1564 at least five days in advance.

4. Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each Request for Proposal (RFP) or Request

for Qualification (RFQ) after advertisement and terminates at the time the Mayor and/or County Manager issues a written recommendation to the Board of County Commissioners. **The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:**

- a. Potential proposers, service providers, lobbyists or consultants and the County's professional staff including, but not limited to, the County Manager and the County Manager's staff, the Mayor, County Commissioners or their respective staffs;
- b. The Mayor, County Commissioners or their respective staffs **and** the County's professional staff, including, but not limited to, the County Manager and the County Manager's staff; or
- c. Potential proposers, service providers, lobbyists and/or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective selection committee.

The provisions do not apply to, among other communications:

- d. Oral communications with the staff of the Vendor Assistance Unit, the responsible Procurement Agent or Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- e. Oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or
- f. Communications in writing at any time with any County employees, official or member of the Board of County Commissioners unless specifically prohibited by the application RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any correspondence concerning the particular RFP, RFQ or bid with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of an e-mail to vrubert@miamidade.gov, with a copy to the Clerk of the Board at CLERKBCC@MIAMIDADE.GOV. **All written questions must be received by July 2, 2009.**

In addition to any other penalties provided by law, violation of the Cone of Silence by any Proposer shall render any RFP award or RFQ award voidable. Any person having personal knowledge of a violation of these provisions shall report such violation to the State Attorney and/or may file a complaint with the Ethics

Commission. Proposers should reference Section 2-11.1(t) of the Miami-Dade County Code for further clarification.

This language is only a summary of the key provisions of the Cone of Silence. Please review Miami-Dade County Administrative Order 3-27 for a complete and thorough description of the Cone of Silence.

5. Applicants will be notified when the Safe Neighborhood Parks Citizens' Oversight Committee (SNPCOC) will review the applications. Applicants should plan to attend to answer any questions the Oversight Committee may have.

All applicants will be notified in writing when the County Mayor or the Mayor's designee makes an award recommendation.

The contact for this Application process is:

Name and Title:	Veronica Rubert
Name of Agency:	Office of Capital Improvements Safe Neighborhood Parks Bond Program
Address:	Stephen P. Clark Center 111 N.W. 1 st Street, Suite 2130 Miami, FL 33128
Telephone:	305.375.3958
E-mail Address:	vrubert@miamidade.gov

6. The line item budget must be submitted with a Budget Justification Form (**Attachment B**) for the Construction; Fixtures, Furniture and Equipment (FF&E); and Pre-Agreement Expense line items. The budget justification should provide detailed descriptions of the project elements.
 - a. **Construction:** The line item justifications for each construction element must include verifiable details consistent with the approved scope of work. Justification for Construction must include a narrative description of the type of work to be done.
 - b. **Fixtures, Furniture, and Equipment (FF&E):** The line item justifications for FF&E must include verifiable details regarding quantity and type of FF&E funded. ***Reimbursement of FF&E is contingent upon prior approval by the SNPCOC Monitoring, Auditing and Administrative Rules (MAAR) Subcommittee, if a detailed list is not approved as part of this application.*** FF&E as part of a construction project is defined as:
 - 1) **Fixtures** – items permanently affixed to the park building or property, e.g., outdoor grills, benches, doors, restroom stalls, air conditioning units, etc.
 - 2) **Furniture** – indoor furnishings needed to allow proper use of a building, e.g., desks, chairs, tables, workstations, etc.
 - 3) **Equipment** – non-consumable tangible property with a life of at least one (1) year and directly related to the funded project.

c. Pre-Agreement Expense Pre-Approval Requirement:

The line item justification for pre-agreement expenses must be approved as part of the application process. In accordance with the SNP Administrative Rules, pre-agreement expenses may not be dated earlier than one (1) year prior to the application date, unless previously approved by the SNPCOC. The justification for pre-agreement expenses must include detailed description of the pre-agreement expense, reason why pre-agreement expenses were incurred and the earliest date pre-agreement expenses were incurred.

7. Grants are awarded to government agencies and legally incorporated non-profit organizations located in Miami-Dade County, who and hold 501(c)(3) designation from the Internal Revenue Service. Reviewers are looking for well-planned capital projects that meet a pressing need, display broad support, will be completed promptly and, once completed, are managed successfully. Furthermore, reviewers have an interest in the exact plan for how the County's money and its requisite match shall be utilized in the proposed project, and the applicant's ability and "readiness" to administer and complete the project.

The SNPCOC will evaluate the applicants using the following criteria:

- a. Readiness as indicated by the quality of the architectural/engineering study and/or equipment specifications and professionally developed price quotes for total project;
- b. Project description, objectives, and goals;
- c. Feasibility and appropriateness of the budget and commitment and size of public and private match;
- d. Applicant proposes a reasonable and realistic project timeline and logistics;
- e. Impact of project on the organization's operational and programmatic capacity to establish and/or sustain the facility or property.

8. Required attachments to be submitted prior to execution of grant agreement include, but may not be limited to:
 - a. Project location map.
 - b. Evidence of adequate land tenure (deed, lease, etc.)
 - c. If an application for land acquisition is submitted by a not-for-profit organization, documentation of acceptance of the land by a public agency is required.
 - d. Any existing or proposed agreement, lease, management contract or similar arrangement with a non-governmental entity that relates to the project or

project site. Lease must be for a minimum of 25 unexpired years and not be revocable at will.

- e. Documentation of committed cash match funding.
- f. Site Plan, if available.
- g. Authorizing Resolution (samples: **ATTACHMENT C** for governmental agencies and **ATTACHMENT D** for not-for-profit organizations).
- h. Any additional information in support of this application as required by the SNPCOC or its Sub-Committees.

Timetable

June 15, 2009	RFP Available at 2 p.m.
June 25, 2009	Pre-proposal conference 2 p.m.
July 20, 2009	Application Deadline by 2 p.m.
August 13, 2009	SNPCOC Review Applications
August 20, 2009	Present SNPCOC Recommendations to the Manager
October 2009	Recreation, Culture & Tourism Committee
November 2009	Board of County Commissioners

SAFE NEIGHBORHOOD PARKS BOND PROGRAM ADMINISTRATIVE RULES

SECTION 1. BACKGROUND

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

SECTION 2. SCOPE

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

SECTION 3. GENERAL

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

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

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

Citizens' Oversight Committee
Miami-Dade County
Office of Capital Improvements
111 N.W. 1 Street, Ste. 2130
Miami, Florida 33128
Attention: Veronica Rubert

SECTION 4. DEFINITIONS

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

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

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

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

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

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

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

"County" means Miami-Dade County, Florida.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 5. FUNDING CYCLES; GRANT APPLICATION SUBMISSION PERIODS

A Funding Cycle shall be established by the Committee on an annual basis related to

the sale of bonds, provided there are Safe Neighborhood Parks bonds remaining to be sold. Each Project determined by the Committee and the Board of County Commissioners to be eligible may be funded during one or more Funding Cycles.

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

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

SECTION 6. GRANT APPLICATION

A) **Complete Grant Application.** An Applicant must submit a complete Grant Application in order to receive an Award. A complete Grant Application means one that meets all the requirements of the Ordinance and these rules and is supported by proper documentation. Proper documentation includes all documentation reasonably required by the Committee or the County to enable determination of Project costs and compliance with the Ordinance. Such documentation shall include:

- 1) Completed Application Form.
- 2) Completed Line Item Budget. The line item budget must be submitted with budget justifications for the **Pre-Agreement Soft Cost, Pre-Agreement Construction, Construction and Fixture, Furniture and Equipment** line items. The justification should provide detailed descriptions of the project elements. **Reimbursement for FF&E is contingent upon prior approval by the MAAR Subcommittee (see Section 9B-11).**
- 3) Letter(s) of commitment for matching funds equal to the grant request as required by the application.
- 4) Projected completion date for the Project.
- 5) Project location map.
- 6) For Development Projects, certification of ownership by the Public Agency or evidence of land tenure sufficient to satisfy the Committee that the project complies with the terms of the Ordinance.
- 7) A Public Agency shall submit a resolution, which at a minimum: (i) authorizes the execution of the Grant Agreement; (ii) commits the Public Agency to complete the Project; (iii) as applicable, commits the Public Agency to provide

operating, maintenance and programming funds upon completion of the Project, to the extent allowed by law; and (iv) provides that the Grant shall not be used in substitution of other capital project funding.

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

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

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

SECTION 7. ELIGIBILITY REQUIREMENTS (CHALLENGE GRANTS)

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

SECTION 8. ELIGIBILITY DETERMINATION

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

be:

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

SECTION 9. GRANT ADMINISTRATION & REIMBURSEMENT POLICY

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

- 8) In general, payment shall be made on a reimbursement basis. A Grant Recipient may, upon submission of a *Request for Advance Payment* form (Exhibit B), receive an advance payment of up to 25% of the value of the Safe Neighborhood Parks bond funds awarded for the subject Project. All advance payments received by a Grantee shall be maintained in a separate interest bearing account and may not be co-mingled with other funds. All advances must be fully accounted for within one (1) year of the date of the approval and before subsequent reimbursement requests are paid. The grantee will be required to close the account and submit a check to the County for the interest earned accompanied by an *Interest Earned on Advance Form* (Exhibit C). Upon receipt of the check and supporting documentation all subsequent reimbursement requests can be paid. Checks must be made payable to Miami-Dade County Board of County Commissioners and forwarded to the Office of Safe Neighborhood Parks.
- 9) Grantees must submit reimbursement requests on a quarterly basis, December 31, March 31, June 30 and September 30. If a Grantee is unable to submit a reimbursement request by the quarterly deadline, a written justification indicating the reason for the delay and expected submission date is required to be submitted by the deadline. Failure to comply with this requirement shall render the Grantee in non-compliance with the Administrative Rules and may result in reduction or forfeiture of payment, at the discretion of the MAAR Subcommittee.
- 10) Grantees shall complete, sign, and submit to the County Reimbursement Request forms as necessary (Exhibits D through H). All Contractual Services/Direct Payment and FF&E reimbursement requests must be accompanied by supporting documentation (i.e., copies of invoices, receipts and check payments). Grantees are required to submit requests for reimbursement within six months or two quarters following the date in which the expense is incurred, except when pre-agreement expenses have been approved.
- 11) *Reimbursement requests for FF&E items must be approved by the MAAR Subcommittee prior to submission of the request. Written requests for FF&E approval must be accompanied by Exhibit H.*
- 12) Ten percent (10%) of the value of the Safe Neighborhood Parks bond funding for a given Project shall be retained by the County until the Project is complete, unless otherwise approved in writing by the MAAR Subcommittee. Upon completion of a Project a signed project completion certificate (Exhibit I) must be submitted with the final reimbursement request forms in order for the retainer to be released.
- 13) The first reimbursement request for any grant requiring a dollar-for-dollar cash match must be accompanied by documentation of the expenditure of committed match funds (i.e. copies of invoices, canceled checks, etc.).
- 14) Each Grantee will ensure that all contractors and consultants perform in accordance with the terms, conditions and specifications of their contracts or purchase orders.

- 15) Each Grantee shall maintain an accounting system, which meets generally accepted accounting principles and shall maintain all required financial records to properly account for all Safe Neighborhood Parks bond funds and any supplemental funds used for the Project. The Grantee shall at all times maintain a separate accounting of all Safe Neighborhood Parks bond funds.
- 16) The Grantee shall be responsible for completing the Project. If the total cost of the Project exceeds the value of the Grant, then the Grantee must provide any supplemental funds required. In the event that supplemental funds are necessary for completion of a Project, as of the point in time that it is known that supplemental funds are needed, the Grantee must demonstrate that such supplemental funds have been committed to the Project prior to and as a condition of disbursement or further disbursement of Grant funds. The requirement for a Grantee to provide supplemental funds may be modified, in part or whole, by the Committee, to the extent that it approves in writing any reduction to the Project scope of work in accordance with the Ordinance. Approval of any reduction in scope of work is at the sole discretion of the Committee.

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

- 1) *Appraisal Required.* Prior to acquisition of a Project site, a Grantee must obtain an appraisal or appraisals supporting the fair market value of the land to be acquired. Pursuant to State law, if the property is \$500,000 or less in appraised value, one appraisal is required. If the property exceeds \$500,000 in appraised value, two appraisals are required.
- 2) *Amount Authorized for Payment.* The amount of Grant funds authorized for payment for land acquisition shall in no case exceed the Grant funds available for such purpose. In the event that the negotiated acquisition price exceeds by ten percent or greater the appraised value of the land, the disbursement of Grant funds shall be conditioned upon a written justification for the purchase price and other conditions attendant to the proposed purchase, which justification is declared satisfactory by the Committee in writing. Appraisal costs are eligible Grant costs as long as the appraised property is being realistically and seriously considered for Acquisition, regardless of the outcome.
- 3) *Environmental Survey.* The Grantee may not purchase property with Grant funds until a Phase I environmental survey is completed, which demonstrates that the property is suitable for its intended general use and for the specific Project.
- 4) *Signage.* For Acquisition only Projects, for six months following Acquisition, the Grantee shall post a sign, in the general design provided by the County, containing the Safe Neighborhood Parks logo, identifying the source of Project funding. The cost of such a sign is eligible for payment from the Grant.

- 5) **Ownership.** Title to land acquired with Safe Neighborhood Parks bond funds shall vest with a Public Agency. Facilities constructed/developed with Safe Neighborhood Parks bond funds shall vest with a Public Agency.

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

- 1) **Licensed Contractors; Contractor Bonds.** Duly licensed or registered contractors shall perform all construction. Construction contracts for work in excess of the threshold amounts established in Section 255.20 of the Florida Statutes should contain payment and performance bonds, which comply with the requirements of that Section.
- 2) **Cost Elements.**
 - a) **Construction Equipment.** Grantees are required to use their own equipment, if available. If a Grantee's equipment is used, the maximum Grant payment shall cover operating and routine maintenance costs of such equipment; the Grant excludes any depreciation or replacement cost from payment. If an Applicant's equipment is used, a report or source document must describe the work performed, indicate the hours used and be relate the use to the Project. If a Grantee does not have needed construction equipment available, then the Grantee may rent such equipment.
 - b) **Construction Supplies and Materials.** Supplies and materials may be purchased for a specific Project or may be drawn from a central stock, providing they are claimed at a cost no higher than that which the Applicant paid. When supplies and/or materials are purchased with the intention of constructing a piece of equipment, structure or part of a structure, the costs that are charged as supplies and materials may be capitalized according to the Applicant's normal practice or policy. If capitalized, only the cost reasonably attributable to the Project may be claimed under the Project.
 - c) **Personnel or Employee Services.** Services of the Applicant's employees who perform work directly related to the accomplishment of the Project are eligible costs. These costs must be computed according to the Applicant's prevailing wage or salary scales and may include fringe benefit costs, such as vacations, sick leave, FICA, MICA, health and life insurance, and workers compensation at the Applicant's established fringe benefit rate. Costs charged to the Project must be computed on the basis of actual time spent on the Project, and supported by time and attendance records describing the work performed on the Project. Overtime costs may be allowed under the Applicant's established policy, provided that the regular work time was devoted to the same Project. Salaries and wages claimed for employees working on grant-funded Projects must not exceed the Applicant's established rates for similar positions. Alternative methodologies for established wage rates must be pre-approved by the MAAR Subcommittee.
 - d) **Consultant Services.** The costs of consultant services necessary for the Project are eligible. The Applicant must pay consultants according to the

Applicant's customary or established method and rate. No consultant fee may be paid to the Applicant's own employees.

3) **Cost Activities.**

- a) **Construction activities.** The cost of all necessary construction activities, from site preparation (including demolition, survey, excavation and other site work) to the completion of a structure is eligible for payment from the Grant.
- b) **Fixtures, Furnishings and Equipment (FF&E).** The cost of fixtures, furnishings and equipment necessary to operate the facility is eligible. Consumable goods shall not be considered eligible. (Please refer to Section 4 for a detailed definition of FF&E)
- c) **Interpretive Signs and Aids.** The cost of signs, display boards or other interpretive aids relating to the Project is eligible.
- d) **Signage.** During the time period of Development, the Grantee shall post a sign at the Project site, in the general design provided by the County, containing the Safe Neighborhood Parks logo, identifying the source of funding for the Project. The cost of such a sign is eligible.
- e) Grantees are encouraged to use value-engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions.

4) The following is a nonexclusive list of ineligible costs:

- a) **Grant Application costs.**
- b) **Ceremonial expenses.**
- c) **Expenses for publicity.**
- d) **Bonus payments of any kind.**
- e) **Charges in excess of the lowest responsive and responsible bid or proposal in accordance with the governing rules and procedures of the Applicant, when the law requires the Applicant to utilize competitive selection.**
- f) **Charges for deficits or overdrafts.**
- g) **Charges incurred contrary to the policies and practices of the Applicant.**
- h) **Interest expense.**
- i) **Litigation expenses or judgments, except for those awards resulting from an eminent domain taking.**
- j) **The cost of services, material or equipment obtained under any other program.**
- k) **Costs of discounts not taken.**
- l) **The cost of purchasing a non-refundable option when acquiring land.**

E) Budget Changes.

- 1) Grantees shall adjust their Project budgets to reflect actual costs and updated cost estimates and shall submit adjusted Project budgets to the Office of Safe Neighborhood Parks with the project completion certificate.

- 2) Budget adjustments may not exceed the 17% limitation for design, planning, and program administration, nor exceed the total budget award allocation.
- 3) Grantees shall obtain the prior written approval of the Committee whenever budget adjustments are anticipated. The request must be in the same budget format the Grantee used in the Agreement and shall be accompanied by a narrative justification for the proposed revision. Such request for adjustment shall, if approved, amend the Grant Agreement under the Grant award. Requests for budget changes shall be considered by the Committee whenever any of the following adjustments are required:
 - a) For any Project involving both Acquisition and Development activities, any proposed budget transfers from Acquisition to Development or vice versa.
 - b) Any proposed reduction or revision of the scope or objectives of the Project (regardless of whether there is an associated budget adjustment). *However, in the event that a Grantee has completed the approved scope of work for a park and has unexpended funds, the Grantee may request to OSNP to expend these funds in an existing or new budget line item for the park. OSNP is authorized to approve such budget changes and expenses not to exceed \$9,999.00. (Revised 3/18/02 by MAAR Subcommittee)*
 - c) Any change that would increase planning, design, and program administration in the aggregate total.

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

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

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

SECTION 10. COMPLIANCE RESPONSIBILITIES

The following constitute general requirements for program compliance:

- A) An annual independent audit of SNP funds must be submitted by all Grantees that expend

\$500,000 or more in SNP funds in a fiscal year. This audit is due to OSNP by June 1st following the fiscal year for which the audit is performed.

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

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

- A) Land and facilities acquired, developed, improved or rehabilitated by Grant funds shall be dedicated and maintained in perpetuity for recreational use for the benefit of the general public except where leases are in effect. All projects shall be open to the public at reasonable times and shall be managed in a safe and attractive manner appropriate for public use.
- B) Grant funds for the purposes of development, improvement, rehabilitation or restoration shall be expended for these purposes only on lands owned by a Grantee or on lands for which the Grantee holds a lease or other use agreement. Such lease or other use agreement must be for an unexpired term of 25 years. The Grant Recipient may demonstrate the eligibility of the Project to the reasonable satisfaction of the Committee, through a joint ownership, use, franchise or other agreement, evidencing that the lands and/or the Project will be utilized for the public benefit, consistent with the terms of this Ordinance, for a term of at least 25 years in duration. The lease must not be revocable at will.
- C) Grantee shall maintain all financial and programmatic records, supporting documents and other records pertinent to the Grant for a period of three years from the starting date defined below. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three year period, whichever is later. When Grant support is continued or renewed at annual or other intervals, the retention period for the records of each funding period starts on the day the Grantee submits to the County its single or last expenditure report for that period. In all other cases, the retention period starts on the day the Grantee submits its final expenditure report.
- D) The Committee and the County, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers or other records of the Grantee in order to make audits, examinations, excerpts and transcripts.
- E) If a Grantee materially fails to comply with any term of an award, the Committee or the Office of Safe Neighborhood Parks (OSNP) may take one or more of the following actions, as appropriate in the circumstances:

- 1) *Temporarily withhold cash payments pending correction of the deficiency by the Grantee.*
- 2) *Disallow all or part of the cost of the activity or action not in compliance.*
- 3) *Wholly or partly suspend or terminate the current award for the Grantee's program.*
- 4) *Withhold further Grant awards from the Grantee, or*
- 5) *Take other remedies that may be legally available.*

F) Any of the enforcement actions listed in paragraph F above, taken by the OSNP, which are contested and unresolved between the Grantee and the County within thirty days of such action, will result in the MAAR Subcommittee providing the Grantee with an opportunity to be heard on the issue. Said hearing will occur within sixty days of the MAAR Subcommittee receiving the Grantee's written request. The MAAR Subcommittee will recommend appropriate action to the Committee.

G) Costs of Grantee resulting from obligations incurred by the Grantee during a suspension or after termination of an award are not allowable unless OSNP expressly authorizes them in the notice of suspension or termination or subsequently authorizes them in writing. Other Grantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- 1) *The costs result from obligations which were properly incurred by the Grantee before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancelable; and*
- 2) *The costs would be allowable if the award were not suspended or if the award expired normally at the end of the funding period in which the termination takes effect.*

H) **Inspections.** Staff of the Committee or the County, or both, shall periodically inspect each Project to ensure compliance with these rules, the Ordinance, and the Grant agreement. Staff shall perform an inspection of the Project site to ensure compliance prior to release of the final Grant payment.

SECTION 11. SEMI-ANNUAL PROJECT STATUS REPORTS

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

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

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

SECTION 12. PROJECT CLOSE-OUT

- A) A Grantee has up to forty-five (45) days after the expiration or termination of the Grant to submit all final documentation including final reimbursement requests and project completion certificates.
- B) The close-out of a Grant does not affect:
 - 1) *The County's right to disallow costs and recover funds on the basis of a later audit or review;*
 - 2) *The Grantee's obligation to return any funds due as a result of later refunds, corrections, or other transactions;*
 - 3) *Records retention responsibilities set forth above;*
 - 4) *Continuing responsibilities set forth in the Ordinance and these rules;*
 - 5) *Audit rights set forth in these rules.*
- C) Any amounts paid to Grantee in excess of the amount to which the Grantee is finally determined to be entitled under the terms of an award constitute a debt to the County. If not paid within a reasonable period after demand, the County may reduce the debt by:
 - 1) *Making an administrative offset against other requests for reimbursement;*
 - 2) *Withholding payments otherwise due to the Grantee; or*
 - 3) *Taking other action provided by law.*

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

SECTION 13. INTERPRETATION; ADMINISTRATION

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

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

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