

Attachment # 24

Additional Information on Housing Activities

ADDITIONAL HOUSING INFORMATION

The Developer shall report to the Department the name, purpose, and any other relevant information in connection with any related party transaction. A Related Party means any person, corporation, partnership, or other business entity (a) which has overlapping boards of directors, (b) which has a direct or indirect ownership interest in Developer, (c) which has a parent or principal thereof which has a direct or indirect ownership interest in Developer, (d) whose members were appointed by Developer, or (e) which the County deems in its sole discretion to be a Related or Affiliated Party of the Developer. The Developer shall report this information to the Department upon forming the relationship or if already formed, shall report it immediately. Any supplemental information shall be reported quarterly in the required Progress Report. This provision shall be construed broadly to the benefit of the County.

The Developer shall submit to the Department, within five (5) business days of execution of contract, all updated Conflict of Interest affidavits, Related Party Disclosure statements, list of current Board members, and list of all business associations with the following documents:

- Original contract or its subsequent amendments.
- Requests for budget revisions.
- Requests for approval of subcontracts.

The Developer agrees to abide by Chapter II-A, Code of Miami-Dade County ("County Code"), as amended, applicable to non-discrimination in employment, housing and public accommodation.

The Developer agrees that it is in compliance with the Domestic Violence Leave, codified as 11A-60 et. seq. Code of Miami-Dade County, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees. Failure to comply with this local law may be grounds for voiding or terminating this Contract or for commencement of debarment proceedings against Provider.

Domestic Violence Leave Affidavit: Prior to entering into any contract with the County, a firm desiring to do business with the County shall, as a condition of award, certify that it is in compliance with the Domestic Leave Ordinance, 99-5 and Section 11A-60 of the Miami-Dade County Code. This Ordinance applies to employers that have, in the regular course of business, fifty (50) or more employees working in Miami Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or preceding calendar year. In accordance with Resolution R-185-00, the obligation to provide domestic violence leave to employees shall be a contractual obligation. The County shall not enter into a contract with any firm that has not certified its compliance with the Domestic Leave Ordinance. Failure to comply with the requirements of Resolution R-185-00, as well as the Domestic Leave Ordinance may result in the contract being declared void, the contract being terminated and/or the firm being debarred.

Code of Business Ethics: In accordance with Section 2-8.1(i) Code of Miami-Dade County, each person or entity that seeks to do business with Miami-Dade County shall adopt a Code of Business Ethics ("Code") and shall, prior to execution of any contract between the contractor and the County, submit an affidavit stating that the contractor has adopted a Code that complies with the requirement of Section 2-B.1(l) Code of Miami-Dade County (Form A-12). Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

Pursuant to Section 287.133(2)(a) Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a contract to provide any goods or services to a public entity, may not submit a contract with a public entity for the construction or repair of a public building or public work, may not submit leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier,

subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Where applicable, the Developer agrees to abide and be governed by Titles VI and VII, Civil Rights Act of 1964 (42 USC 2000 D and E) and Title VIII of the Civil Rights Act of 1968, as amended, which provides in part that there will not be discrimination of race, color, sex, religious background, ancestry or national origin in performance of this Contract, in regard to persons served, or in regard to employees or applicants for employment. It is expressly understood that upon receipt of evidence of such discrimination, the County shall have the right to terminate said Contract.

The Developer agrees to abide and be governed by the Age Discrimination Act of 1975, 42 USC, as amended, which provides in part that there shall be no discrimination against persons in any area of employment because of age.

The Developer agrees to abide and be governed by Section 504, of the Rehabilitation Act of 1973, as amended, 29 USC 794, which prohibits discrimination on the basis of handicap.

The Developer agrees to abide and be governed by the requirements of the Americans with Disabilities Act (ADA).

Americans with Disabilities Act (ADA) of 1990 - The Developer shall attest to and submit the required Disability Non-Discrimination Affidavit assuring compliance with all applicable requirements of the laws listed below, including but not limited to, those provisions pertaining to employment, provision and program services, transportation, communications, access to facilities, renovations, and new construction.

If any attesting firm, or any owner, subsidiary, or other firm affiliated with or related to the attesting firm, is found by the responsible enforcement agency, the Courts or the County to be in violation of the Acts, the County will conduct no further business with such attesting firm. Any contract entered into based upon a false affidavit, as listed below, and submitted pursuant to this resolution shall be voidable by the County:

- Code of Business Ethics Affidavit
- Miami-Dade County Affidavits
- State Public Entity Crimes Affidavit

If any attesting firm violates any of the Acts below during the term of any Contract such firm has with the County, such Contract shall be voidable by the County, even if the attesting firm was not in violation at the time it submitted its affidavit.

The applicable Acts are as follows:

1. The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
2. The Rehabilitation Act of 1973, 29 U.S.C. Section 794;
3. The Federal Transit Act, as amended 49 U.S.C. Section 1612;
4. The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631.

Reporting on Financial Status, Bankruptcy, Real Property, or Personal Property

Developer shall notify the County in writing within ten (10) days of the occurrence of any of the following as to Developer or any Related or Affiliated Parties:

a. Any anticipated or pending lis pendens, foreclosure action, arrearage, default, late payment regarding any property of Developer or Related or Affiliated Parties, including properties not related to this Agreement. Developer shall also provide the County with a copy of all court filings, notices of default, arrearage or late payment, or any other documents relevant to the disclosures required herein.

b. Any legal encumbrance on the Property not permitted in writing by the County.

c. Any default or arrearage on any loan, Note or other debt or obligation for which the Property is security.

d. Any anticipated or pending bankruptcy, restructuring, dissolution, reorganization, appointment of a trustee or receiver.

e. Any action, activity, facts, or circumstances that would materially impair performance by Developer of all the terms and conditions of the Agreement.

Method of Payment:

The Developer shall be paid as described below:

1. Reimbursements shall be made upon successful submission of a Request for Draw, in the manner stipulated by the County. All draws will be paid based on a percentage of work completed. In no event shall the County provide advance funding to the Developer. Advanced funding is defined as paying for work that has not occurred. Payment will only be made when evidence exists that the work has performed or for cost incurred for services rendered. Evidence shall be in the form of a certified AIA document and the County's Construction Manager sign-off and approval.
 2. A Request for Draw must be submitted to the County not more than monthly, no later than ninety (90) days following the month in which the expenses were incurred.
 3. Project "Soft Costs" are eligible for reimbursement as stipulated in Article XIII of this Agreement.
 4. If a Developer is unable to submit a Request for Draw by the quarterly deadline, a written request for an extension, which may be granted or denied in the sole and absolute discretion of the County, and which shall include a 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 Developer in non-compliance with this Agreement and may result in reduction or forfeiture of payment, at the discretion of the County.
1. Developers shall complete, sign, and submit to the County a Request for Draw form as necessary. All Draw Requests must be accompanied by the following supporting documentation:
 - copies of invoices and receipts
 - copies of front and back of cancelled checks or wire transfer confirmations for work performed and certified by an architect in AIA G(702) &G(703) in a prior

- draw request must be submitted in the subsequent draw request package to demonstrate payment to the General Contractor (GC) of the prior payment(s)
- payment of one (1%) percent Commitment Fee and executed RFA Agreement or proof of non-applicability status (not-for-profit corporation with fifty one (51%) percent ownership)
 - payment of \$650.00 Signage Fee
 - payment of \$20.00 Loan Servicing Set-up Fee
 - Disbursement Request Letter on corporation official stationery for Request for Draw amount
 - Developer and General Contractor's corporate seal or notary seal on Progress Payment Authorization form
 - AIA G(702) & G(703) Application Request for Work-In-Place
 - Current Project Consultant Report (provided to First Lender)
 - General Contractor's Lien Affidavit Release
6. With the initial Request for Draw, the Developer must submit relevant certificate(s) of insurance as supporting documentation of effective coverage and is not required for subsequent requests unless the certificate is due to expire within sixty (60) days of the Request. Documentation must be submitted for each type of insurance stipulated in Article II and Attachment A of this agreement.
 7. The initial Request for Draw shall include supporting documentation of the required signage as stipulated in Article XXII of this agreement.
 8. A Developer has one hundred and twenty (120) calendar days after the expiration or termination of the Contract, or completion of the project, to submit its final Request for Draw. Failure to comply with this requirement shall render the Developer in non-compliance with the Agreement and may result in reduction or forfeiture of payment, at the discretion of the County.
 9. Ten percent (10%) Retainage: Ten (10%) percent of the value of the loan for a given Project shall be retained by the County from each draw until the Project is completed and all close-out documents have been received by the County. When construction reaches seventy-five percent (75%) completion, the retainage will be reduced to five percent (5%). The following documents must be presented for release of the retainage amount:
 - Certificate of Completion (CC) or Temporary Certificate of Completion (TCC) for rehabilitation projects, or when the rehabilitation work receives final permits and the work is determined by the County to be at 100% completion.
 - Certificate of Occupancy (CO) or Temporary Certificate of Occupancy (TCO) for new construction projects
 - Certified Cost Control Report
 - General Contractor's Final Release of Lien
 - Title Endorsement
 - As-Built Survey certified Miami-Dade County
 - Project Consultant Final Report (provided to First Lender)
 10. No funds shall be paid to Developer until such time as the Developer executes and records, at the Developer's expense, all of the loan documents required by the County. Required loan documents shall include but not be limited to a mortgage, loan agreement, promissory note, UCC financing statement, a rental regulatory agreement if the Project is a rental, and a restrictive covenant if the Project is homeownership.
 11. In the event the County determines that the Developer has breached the terms of this Contract and that the County is entitled to the return of any or all of the funds awarded

under this Contract, the Developer agrees to and shall assign any proceeds to the County from any contract between the County, its agencies or instrumentalities and the Developer or any firm, corporation, partnership or joint venture in which the Developer has a controlling financial interest in order to secure repayment of this award. "Controlling financial interest" shall mean ownership, directly or indirectly to ten percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent (10%) or more in a firm, partnership or other business entity.

Restriction on the Use of Funds

The funds received under this Contract will not be used to supplant other funds; however, a maximum of five percent (5%) of the funding award may be expended for the Development's predevelopment expenses, including but not limited to, architectural costs, legal fees, and survey and zoning charges.

- A. **Adverse Actions or Proceedings.** The Developer shall not utilize County funds to retain legal counsel for any action or proceeding against the County or any of its agents, instrumentalities, employees or officials. The Developer shall not utilize County funds to provide legal representation, advice or counsel to any client in any action or proceeding against the County or any of its agents, instrumentalities, employees or officials.
- B. **Religious Purposes.** County funds shall not be used for religious purposes.
- C. **Commingling Funds.** The Developer shall not commingle funds provided under this Contract with funds received from any other funding sources, but may be included in a Development Bank Account permitted by the first mortgage lender at the discretion of the County.

The Developer shall receive from the Department written prior approval for any subcontract engaging any party who agrees to carry out any substantive programmatic activities as may be determined by the Department as described in this Contract. The Department's approval shall be obtained prior to the release of any funds for the subcontractor.

- 1. The Developer shall receive written approval from the Department prior to either assigning or transferring any obligations or responsibility set forth in this Contract or the right to receive benefits or payments resulting from this Contract.
- 2. Approval by the Department of any subcontract or assignment shall not under any circumstance be deemed to provide for the incurrence of any obligation by the Department in excess of the total dollar amount agreed upon in this Contract.
- 3. **Fair Subcontracting Policies (Ordinance 97-35).** All Developers on County contracts in which subcontractors may be used shall be subject to and comply with Ordinance 97-35 as amended, requiring Developers to provide a detailed statement of their policies and procedures for awarding subcontracts which:
 - a) notifies the broadest number of local subcontractors of the opportunity to be awarded a subcontract;
 - b) invites local subcontractors to submit bids/proposals in a practical, expedient way;
 - c) provides local subcontractors access to information necessary to prepare and formulate a subcontracting bid/proposal;

- d) allows local subcontractors to meet with appropriate personnel of the Developer to discuss the Developer's requirements; and

awards subcontractors The Developer shall provide the County with a complete set of permitted plans and permits on each unit model upon approval by the appropriate controlling municipality prior to commencing construction.

DEVELOPER OBLIGATIONS AND DUTIES

The Developer shall submit all proposals in the legal name of the limited partnership, corporation or agency at the time of the submission of the application. Additional parties or entities will not be added to the RFA contract, the Construction Loan Agreement or any other documents or agreements unless and until the inclusion of these parties is approved by the Miami-Dade County Board of County Commissioners (BCC).

The Developer shall provide to the County for approval prior to awarding the construction contract for the Development, the name of the General Contractor.

The Developer shall provide to the County the General Contractor Payment Performance Bond (PP&B). At the County's discretion, based on the Developer's organizational capacity and track records and experience, an irrevocable Stand by Letter of Credit issued by a Florida chartered bank or national bank operating in Florida in an amount of ten percent (10%) of the construction contract total cost in US funds with Miami-Dade County listed as the beneficiary, may be accepted in lieu of the PP&B, prior to the commencement of construction.

The Developer shall schedule a Pre-Construction Conference with the County at least sixty (60) days prior to the commencement of construction.

The Developer shall provide the County with a written commitment for construction financing from a financial institution(s) at the time of construction loan closing.

The Developer agrees to notify the County in writing within fourteen (14) days of any personnel or location changes in the management company.

During the Design Stage the Developer shall obtain Professional Liability Insurance in the name of the Developer or the licensed design professional employed by the Developer in an amount of not less than \$250,000 and shall furnish to the Department's Housing Development and Loan Administration Division (HDLAD), 701 N.W. 1 Court, 14th Floor, Miami, Florida 33136, relevant certificate(s) of insurance evidencing insurance coverage.

During the Construction Phase, and/or at the time of Construction Loan closing, which is defined as the date on which the loan agreement is executed by both the Miami-Dade County Mayor and the Developer, the Developer shall furnish to the Department's Housing Development and Loan Administration Division (HDLAD), 701 N.W. 1 Court, 14th Floor, Miami, Florida 33136, relevant certificate(s) of Insurance indicating the following types of insurance coverage upon the commencement of construction:

1. Worker's Compensation Insurance for all employees of the Developer pursuant to Chapter 440, Florida Statutes.
2. Public Liability Insurance on a comprehensive basis in an amount not less than \$500,000 combined single limit per occurrence for Bodily Injury and Property Damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the agreement, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.
4. Completed Value Builder's Risk Insurance on an "All Risk" basis policy shall be in the name of Miami-Dade County and the Developer A.T.I.M.A.
5. Flood Insurance for properties found in flood zone A or V, in an amount not less than the full replacement value(s) of the completed structure(s) or the maximum amount of coverage available through the National Flood Insurance Program (NFIP), whichever is greater. The policy will show Miami-Dade County as a Loss Payee A.T.I.M.A and the policy must be provided at such time that the buildings' walls and roofs exist.

Upon the completion of the Construction Phase and the operation/management phase for occupancy commences, the following insurance must be kept in full force throughout the duration of the loan and/or contract:

1. Public Liability Insurance on a comprehensive basis in an amount not less than \$500,000 combined single limit per occurrence for Bodily Injury and Property Damage with Miami-Dade County shown as an additional insured.
2. Property Insurance Coverage on an "All Risk" basis. Miami-Dade County must be shown as a Loss Payee A.T.I.M.A.
3. Flood Insurance coverage shall be provided for properties located within a flood hazard zone, in an amount not less than the full replacement value(s) of the completed structure(s) or the maximum amount of coverage available through the National Flood Insurance Program (NFIP) whichever is greater. Miami-Dade County must be shown as a Loss Payee with respect to this coverage A.T.I.M.A.

The Developer shall ensure that all applicable insurance certificates required in conjunction with the construction of this project remain in force and effect for the duration of the construction loan term, including any and all option years, if applicable. If the insurance certificate(s) is scheduled to expire during the construction loan term, the Developer shall submit a new and/or renewed insurance certificate to the County at a minimum of thirty (30) calendar days prior to the expiration of the insurance certificates. If a new and/or renewed certificate of insurance is not timely submitted to the County in the manner herein prescribed, the County shall call the loan due and payable.

All required insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

1. Insurance Rating. The Insurance Company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The Company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will show that no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

If the Developer fails to furnish to the County the Certificate of Insurance or written verification required under this section or as determined by the County's Risk Management Division after review of the Scope of Services, the County shall not disburse any funds until the necessary Certificates of Insurance or written verification is submitted.

The Developer agrees that this Contract is contingent upon receipt of the required insurance certificates at the construction loan closing. If an Insurance Certificate is received within the specified period, but not in the manner described herein, the Developer shall be verbally notified of the deficiency and shall submit the certificate(s) to the County within five (5) calendar days of the deficiency notification.

Compliance with a portion of the foregoing requirements shall not relieve the Developer any liability or obligation under any section of Scope of Services.

- e) based on full and complete consideration of all submitted proposals and in accordance with the Developer's stated objectives.