Attachment 7

Additional Information on Housing Activities

ADDITIONAL HOUSING INFORMATION

Total payments for rental units under Surtax may not exceed 30% of the tenant's monthly gross income including the utility allowance or 33% of the homebuyer's gross income for homeownership units including Principal, Interest, Taxes and Insurance (See appendix 6 for a copy of the Section 8 Utility Chart).

Upon formal notification of funding approval to the For-Profit Proposer or Nonprofit-Proposer from Dade County:

1. For-Profit Developers must:
   Begin construction within six (6) months of project approval by the Board of County Commissioners, and complete the project within eighteen (18) months of said date of notification.

2. Non-Profit Developers having site control must:
   Begin construction within twelve (12) months of project approval by the Board of County Commissioners, and complete the project within twenty-four (24) months of said date of notification.

3. Staff will monitor each approved project to assure that these deadlines are met. In the event these deadlines are not met, the project will be placed in "probationary status" and no loan applications will be accepted for the project until the Proposer makes a formal written request and appearance requesting a justifiable extension of time.

4. Applicants will be notified by mail of probationary status, together with an explanation of appeal procedures. In the event a response is not received from the Proposer within thirty (30) days of such notification, the funding award will be automatically forfeited by the Proposer and the total amount of the forfeited award shall be reallocated.

First and all other mortgage financing arrangements must be found acceptable to the County. Miami-Dade County reserves the right to evaluate and deny any mortgage financing terms not found acceptable and/or beneficial to a participating homebuyer, participant and the County. Estimated total first and second mortgage payments including escrow should not exceed thirty-three percent of monthly gross income when determining affordability of units.

Any and all changes to the Applicant's original submission must be requested in writing by the Proposer and be pre-approved by the County. Applicants must thoroughly evaluate their application in all aspects prior to submission to safeguard against unnecessary change requests.

DISBURSEMENT OF FUNDS

Upon receipt of all documentation as required and set forth in the County Resolution notification of project approval by the Board of County Commissioners, the County will issue a commitment of funds to the owner.

Those funds being made available are for capital purposes, the County will enter into a construction loan agreement with each Respondent. This agreement will govern the disbursement of capital funds. Disbursements will be made after or at the closing for applicable construction and rehab costs provided that recorded documents are received by Miami-Dade Housing Agency.

The County will make monthly periodic inspections of the projects throughout the construction period. Funds will be disbursed on a per draw basis for work in place, after an inspection by the designated servicer. The building (s) will be inspected again at the completion of rehabilitative/construction.

The County reserves the right to handle its own disbursements and to acts as the disbursement agent for all construction loans. Construction budgets should reflect the interest reserve line item in the budget for the loan requested.

RIGHT TO INSPECT
The successful Respondent's books and records, as the relate to the contract to be awarded, must be made available for inspection and/or audit by the County, or any organization conducting reviews on behalf of the County without notice. In addition, all records pertaining to the contract must be retained in proper order by the successful Respondent for at least five (5) years following the expiration of the agreement.

ASSIGNMENT
The successful Respondent shall not enter into any subcontracts, or assign transfer, convey, sublet, or otherwise dispose of the ensuing contract, or any or all of its rights, title or interest herein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

BONDING
Payment and performance bond must rated in the latest edition of Best Rating Guide.

EQUAL OPPORTUNITY EMPLOYMENT
Respondents agree that there will be no discrimination as to race, sex, religion, color, age, creed, or national origin in regard to obligations, work and services performed under the terms of any contract ensuing from this RFA. Respondents must agree to comply with Executive Order No. 11246 entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375 as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

The respondent **MUST** provide an assessment of the affirmative marketing program of the development. The assessment must include the following items:

1. The method used to inform the public and potential tenants about federal fair housing laws and affirmative marketing policy (*i.e., the use of the Equal Housing Opportunity logo type or slogan in print advertising*); and

2. The method used to inform and solicit applications from persons in the housing market area who are likely to apply without special outreach (*i.e., use of community organizations, places or worship, employment centers, etc.*) and are not referred by the Trust, and records describing actions taken by the participating entity and/or owner to affirmatatively market units and records to assess the results of these actions.

GENERAL LIABILITY
Review of all documents submitted in connection with CDBG, HOME, SURTAX, SHIP and ESG programs is for its own processing purposes only. The participating jurisdiction makes no representations to the owner or anyone else as to the feasibility or viability of the proposed development or activity.

No member, officer, agent, or employee of Dade County shall be personally liable concerning any matters arising out of or in relation to, the commitment of Program funds with regard to feasibility or viability of the proposed development or activity.

WAIVERS
The County shall have authority to waive any program requirements to further the purpose and objectives of the development of affordable housing.

TERMINATION
If the successful respondent fails to fulfill, in timely manner, its obligation under this RFA, or shall violate any of the covenants, agreement, stipulations, representations or warranties hereof or of any subsequent

contract, the County shall have the right to terminate any contract or reduce services by giving at least five (5) days prior written notice to the successful Respondent of such intent to terminate or reduce services.

RULES, REGULATIONS, AND LICENSING REQUIREMENTS

Respondents and staff must possess all of the required State of Florida licenses, as well as a Miami-Dade County occupational license(s). In addition, the Respondent shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest. Respondents are presumed to be familiar with all Federal, State and local laws, ordinances, codes, rules and regulations that may in any way affect the services.

INSURANCE

The Developer shall furnish to Miami-Dade Housing Agency (MDHA) Development and Loan Administration, 2103 Coral Way, 7th floor, Miami, Florida 33145, Certificate(s) of Insurance evidencing insurance coverage that meets the requirements as outlined below:

1. Worker's Compensation as required by Chapter 440, Florida Statutes.

2. Public Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 per occurrence for Bodily Injury and Property Damage combined. **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 this contract in an amount not less than $500,000 per occurrence for Bodily Injury and Property Damage combined.

DESIGN STAGE (IF APPLICABLE)

In addition to the insurance required in (1) - (3) above, a Certificate of Insurance must be provided as follows:

4. Professional Liability Insurance in the name of the Developer of the licensed design professional employed by the Developer in an amount not less than $500,000 per occurrence providing for all sums which the Developer and/or he design professional shall become legally obligated to pay as damages for claims arising out of the services performed by the Developer or any person employed by the Developer in connection with this contract. This insurance shall be maintained for a period of two (2) years after the Certificate of Occupancy is issued.

CONSTRUCTION PHASE (IF APPLICABLE)

In addition to the insurance required in (1) - (4) above, the Developer shall provide or cause its Subcontractors to provide original policies indicating the following types of insurance coverage prior to any construction:

5. Completed Value Builder's Risk Insurance on an "All Risk" basis in an amount not less than one hundred (100%) percent of the insurable value of the building(s) or structure(s). The policy shall be in the name of Miami-Dade County and the Developer.

6. Flood Insurance shall be provided for those properties found to be within a flood hazard zone, in an amount not less than the full replacement values 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. This policy will be provided at such time that the buildings' walls and roofs exist.

OPERATION/MANAGEMENT PHASE (IF APPLICABLE)

After the Construction Phase is completed and occupancy begins, the following insurance must be kept in force throughout the duration of the Loan and/or Contract:

7. Public Liability in an amount not less than $1,000,000 per occurrence for Bodily Injury and Property Damage combined. Miami-Dade County must be shown as an additional insured with respect to this coverage.

8. Property Insurance Coverage on an "All Risk" basis in an amount not less than one hundred (100%) percent of the replacement cost of the property. Miami-Dade County must be shown as a Loss Payee with respect to this coverage A.T.I.M.A.

9. Flood Insurance coverage for those properties found to be within a flood hazard zone for the full replacement values of the structure(s) or the maximum amount of coverage available through the National Flood Insurance Program (NFIP). The policy will show Miami-Dade County as a Loss Payee A.T.I.M.A.

DEVELOPER LIABILITY OBLIGATION

Compliance with the foregoing requirements shall not relieve the Developer of his/her liability and obligation under this subsection or under any subsection of this contract. The contract is contingent upon receipt of the insurance documents at the time of contract execution after the Board of County Commissioners' approval. If the Insurance Certificate is received within the specified period, but not in the manner prescribed in these requirements, the Developer shall be verbally notified of the deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County.

Failure to Provide Certificates of Insurance. If the Developer fails to furnish the County with 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 (Attachment A), the County shall not disburse any funds until it is provided with the necessary Certificates of Insurance or written verification. Failure to provide the Certificates of Insurance or written verification within ten (10) calendar days after contract execution may result in termination of this Agreement.

CERTIFICATE CONTINUITY

The Developer shall be responsible for assuring that the insurance certificates required in conjunction with this subsection remain in force for the duration of the contract period, including any and all option years, if applicable. If the insurance certificates are scheduled to expire during the contract period, the Developer shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days before such expiration.

In the event that expiration certificates are not replaced with new or renewed certificates that cover the contract period, the County shall suspend the contract until the new or renewed certificates, are received by the County in the manner prescribed in the requirements; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the contract for cause.

Prior to execution of the contract by the County and commencement of the contracted services, the Developer shall obtain all insurance required under this Section and submit same to the County for approval. All insurance shall be maintained throughout the term of the contract.

The Public Liability Insurance coverage as required in aforementioned paragraph above shall include those classification, as listed in Standard Liability Insurance Manuals, which are applicable to the operations of the Developer in the performance of this Contract. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

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.

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

Modification and Changes. The Developer shall notify the County of any intended changes in insurance coverage, including but not limited to any renewals of existing insurance policies. Upon review of the Contractor's Scope of Services (Attachment A) by the County's Risk Management Division, the County may increase, decrease, waive or modify any of the following insurance requirements. Any request by a Developer to decrease, waive or modify any of the following insurance requirements must be approved in writing by the County's Risk Management Division.

TERMS AND CONDITIONS

A. PROGRAM IMPLEMENTATION

Respondents are required to inform the County, in writing, of any proposed deviation from the approved project at any time. Successful respondents will also be required to obtain written approval from the County for any revisions to the approved qualifications.

B. FUNDING RESTRICTIONS

1. Respondents agree that funds received under the agreement shall be utilized to supplement, not supplant, Federal, State and local funding or in-kind resources made available in the year for which this agreement is awarded to provide housing to homeless individuals and families for the duration of the mortgage, which is 20 years.

   For primary care beds funded through this RFA, the Respondents may receive and expend a maximum of forty percent (40%) of any entitlements (i.e....Social Security, AFDC, etc.) received by the client or the deferring of costs associated with the housing and services provided to that client; for the deferring of cost associated with the housing and services provided to that client or the Respondent may receive and expend a maximum of thirty percent (30%) of the tenant's gross monthly income, excluding the HUD utility allowance, for the deferred of costs associated with the housing and service provided to that client. In advanced care units, rents should not exceed 30% of the tenant's income. The balance of a client's income, no matter its source, is for the client's personal use or savings. Any lump sum payment of entitlements or income to a client will also be subject to the foregoing percentage limitations.

2. A tenant's adjusted annual income for each HOME assisted unit must be certified as part of the application (for rehabilitated projects) and annually during the affordability period of (for all projects). The HOME Program uses the same definitions of income as the Section 8 Housing Programs that can be found in 24 CFR Part 813.

   A tenant's profile and income certification must be completed for each occupied unit of the subject property at application and provided as part of the application. Certifying the adjusted annual income of present tenants allows the Respondent to determine whether permanent relocation is to be required for tenants who are not income eligible.

Maximum monthly rents and utility allowances must be recalculated by the Respondent. The County will annually review rent and utility allowances. The annual income of tenants in HOME projects must be re-examined each year. Procedures for determining income will be decided by the County, and Section 8 definitions will apply. Respondents must collect and review tenant income on an annual basis during the affordability term.

HOME assisted units retain their HOME designation for the mortgage period or until the loan is paid in full. Should the loan be extended, the period of affordability will also be extended until the loan is fully repaid. The Respondent should make every effort to keep the project in compliance during the affordability period by leasing the next available unit to an individual at the income level needed for compliance.

3. The minimum level of HOME dollars invested per project is $1,000 per HOME assisted unit. For example, for a 20 unit in which 15 units are assisted with HOME funds, the minimum amount of HOME dollars is $15,000. This is a per unit average for all invested per project to an average of $40,000 per unit for up to a maximum of 30% of the total units or a maximum of $21,000 per unit if HOME subsidies are requested for more that 30% of the units.

C. AUDIT

The successful Respondent must provide the County with annual, agency wide audit reports performed by independent auditors covering each of the successful Respondent's fiscal years for which Food Beverage Tax funds are awarded. Audits of government entities must comply with OMB Circular A-128. Audits of non-governmental entities, hospitals, and institutions of higher education must comply with OMB Circular A-133. Audits of for-profit organizations must comply with OMB 48 CFR, Subpart 31.

The successful Respondent will be required to submit this information within fifteen (15) calendar days of award. Failure to submit this sworn statement within the specified time frame will result in the qualifications submission being rejected and award made to another Respondent. It should be noted that any contract or transaction in violation of this Ordinance is void able, and any person who willfully fails to disclose the required information or knowingly discloses false information can be punished by a fine of up to five hundred ($500) dollars or by imprisonment in the County jail for up to sixty (60) days, or both.

D. AFFIDAVIT

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:

1. Miami-Dade County Ownership Disclosure Affidavit.
2. Miami-Dade County Employment Disclosure Affidavit.
3. Affirmative Action/Non Discrimination of Employment, Promotion and Procurement Practices Affidavit.
4. Miami-Dade County Criminal Record Affidavit.
5. Miami-Dade County Cuba Affidavit.
6. Miami-Dade Employment Drug-Free Workplace Affidavit.
7. Miami-Dade Employment Family Leave Affidavit.
8. Disability Non-Discrimination Affidavit.

9. Miami-Dade County Affidavit Regarding Delinquent and Currently Due Fees or Taxes.

10. Current on all County Contracts, Loans and other Obligations.

11. Project Fresh Start.

12. Domestic Violence Leave.

13. Public Entity Crimes Affidavit.

14. Affirmative Action Plan Exemption 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.