Infill Housing Developer Pool

Contract No. RFQ839o

THIS AGREEMENT made and entered into as of this 1st day of November, 2013 by and between Housing Programs, Inc., a corporation organized and existing under the laws of the State of Florida, having its principal office at 683 N. Biscayne River Drive, Miami, Florida 33169 (hereinafter referred to as the "Developer"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Developer has offered to participate in the County's Infill Housing Developer Pool ("Pool") of pre-qualified firms for the purpose of competing on future Work Order Proposal Request(s) to develop, build or substantially rehabilitate affordable housing for the County on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Qualifications (RFQ) No. 839 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Developer has submitted a written proposal dated January 8, 2013, hereinafter referred to as the "Developer's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County has pre-qualified the Developer for inclusion in the Infill Housing Developer Pool to develop or substantially rehabilitate affordable single family homes and provide associated infill housing development services as stated in the Scope of Services, Appendix A, for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

a) The words "Affordable Housing" to mean housing where the mortgage payments, including taxes and insurance, does not exceed 30 percent of the amount which represents the percentage of the median annual gross income for low and moderate income households. However, it is not the intent to limit an individual household's ability to devote more than 30 percent of its income for housing, and housing for which a household devotes more than 30 percent of its income shall be deemed affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30 percent benchmark.

b) The words "Certificate of Qualification" to mean a certificate issued by Public Housing Community Development (PHCD) or any other County or non-County agency that has been authorized by PHCD to qualify households, establishing that a household is qualified to purchase and affordable dwelling unit. Certificates of Qualification shall be valid for 12 months.

c) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), all other appendices and attachments hereto, all amendments issued hereto, RFQ No. 839 and all associated addenda, the Developer's Proposal, and any subsequent Work Order issued hereto.

d) The words "Contract Date" to mean the date on which this Agreement is effective.

e) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.

f) The word "Developer" to mean Housing Programs, Inc., and its permitted successors and assigns.

g) The words "Control Period" to mean the 20-year period during which the eligible home must remain affordable. The control period begins on the initial sale date of the eligible home and resets automatically every 20 years for a maximum of 60 years, except that in the event the home is owned by the same owner for an entire 20-year period, said home shall be released from the affordability restrictions.

h) The words "County Property" to mean property that is owned by Miami-Dade County.

i) The word "Days" to mean Calendar Days.

j) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Developer to the County's Project Manager for review and approval pursuant to the terms of this Agreement.

k) The words "Developer" to mean any person, firm, corporation, partnership, limited liability company, association, joint venture, community based organization, or any entity or combination of entities, excluding any governmental entity that has agreed to build affordable housing through the Infill Housing Program.

l) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.

m) The words "Dwelling Unit" to mean a unit, whether detached or attached to another such unit, that houses a single family and that can be sold in fee simple ownership.

n) The words "Eligible Person or Eligible Household" to mean one or more natural persons or a family that has not owned or had an interest in a home during the previous three years and that has been determined by the County to meet the eligibility requirement of a low income or moderate income household according to the income limits adjusted to family size published annually by the United States Department of Housing and Urban Development based upon the annual gross income of the household.

o) The words "Extra Work" or "Additional Work" or " Change Order" to mean additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.

p) The words "Infill Development" to mean the redevelopment of neighborhoods that are located within the Infill Target Areas.

q) The words "Infill Parcel" to mean a parcel of land that is located within the infill target areas and is suitable for residential development of four (4) dwelling units or less.

r) The words "Infill Target Areas" to mean the areas of the County designated as the Urban Infill Target Area (UIA), as defined in Section 33G-3(26) of the Code, and the Targeted Urban Areas (TUA), as defined in Section 30A-129(2) of the Code. In addition, Infill Target Areas shall include those portions of Neighborhood Revitalization Strategy Areas not otherwise covered under the UIA and TUA; and any geographic locations in Miami-Dade County which are designated by the Federal Government as empowerment zones shall be included in the definition of TUA at the time of such designation.

s) The words "Low Income Household" to mean those households whose total annual adjusted gross income is 80% percent or less than of the median annual adjusted gross income for households within the metropolitan statistical area (MSA) or, if not within an MSA, within Miami-Dade County, whichever is greater as defined by HUD.

t) The words "Moderate Income Household" to mean those households whose total annual adjusted gross income is greater than 80% and less than 140% percent of the median annual adjusted gross income for households within the metropolitan statistical area (MSA) or, if not within an MSA, within Miami-Dade County, whichever is greater as defined by HUD.

u) The words "Not-For-Profit Organization" to mean an organization that is registered as a tax-exempt corporation under Section 501(c)(3) of the of the Internal Revenue Code of 1986, as amended, and has been organized for the purposes of promoting community interest and welfare.

v) The words "Project Manager" to mean the Mayor or the duly authorized representative designated to manage the Project.

w) The words "Qualified Household" to mean an eligible household that has received a certificate of qualification from the County.

x) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Developer.

y) The word "sub-contractor" or "sub consultant" to mean any person, entity, firm or corporation, other than the employees of the Developer, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Developer and whether or not in privity of Contract with the Developer.

z) The words "State Housing Initiative Partnership (SHIP)" to mean the affordable housing program established pursuant to Section 420.90 et seq. of the Florida Statutes for the purpose of providing funds to counties and eligible municipalities as an incentive for the creation of local housing partnerships, to expand production of and preserve affordable housing, to further the housing element of the local government comprehensive plan specific to affordable housing, and to increase housing-related employment.

aa) The words "substantial rehabilitation" to mean rehabilitation or improvements to the existing building or structure taking place during a one year period with the cumulative cost which equals or exceeds 40% of the market value, or assessed value as determined by the County's Property Appraiser's Office, of the structure before such work started or as defined by Florida Building Code.

bb) The words "Surtax Funds" to mean the discretionary tax on documents, which the County is authorized by Section 125.0167 of the Florida Statutes to levy, for the purpose of establishing and financing the County's Local Housing Assistance Loan Trust Fund to assist in the financing of construction, rehabilitation, or purchase of housing for low-income and moderate-income families.

cc) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Developer in accordance with the provisions of this Contract and any Work Order issued as a result of the Work Order Process of the County's Infill Housing Developer Pool.

dd) The word "Work Order" to mean an assignment of work issued by the County to a Pool member to perform work specified in the Work Order Proposal Request.

ee) The word "Work Order Proposal" to mean the documentation presented by Pool members in response to a Work Order Proposal Request (WOPR).

ff) The words "Work Order Proposal Request" (WOPR) to mean the solicitation document requesting proposals from Pool members.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) any Work Order issued as a result of this Agreement, 4) Miami-Dade County's RFP No. 839 and any associated addenda and attachments thereof, and 5) the Developer's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.

d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

a) The Developer shall participate in the County's Infill Housing Developer Pool ("Pool"), which is the initial step to participating in subsequent Work Order Proposal Request (WOPRs) issued by the County for future conveyance of County Infill properties. These properties, as decided upon solely by the County, will be made available through a competitive WOPR process as stipulated in the Scope of Services, Appendix A, to all pre-qualified members of the Pool. The property will be conveyed to the selected Pool member following a WOPR process for the sole purpose of providing land, so that the selected Pool member can build affordable home(s) on such property as stipulated in this Agreement and in any subsequent Work Order. The Developer shall participate in the Pool in accordance with the provisions stipulated herein and in any Work Order that may be issued to the Developer hereunder. The Developer shall render full and prompt cooperation with the County in all aspects of the Services performed hereunder.

b) The Developer shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.

c) The Developer acknowledges that this Agreement and any subsequent Work Order requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract and any subsequent Work Order. All things not expressly mentioned in this Agreement and any subsequent Work Order but necessary to carrying out its intent are required by this Agreement, and the Developer shall perform the same as though they were specifically mentioned, described and delineated.

d) The Developer shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract and any subsequent Work Order. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.

e) The Developer acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Developer agrees to provide input on policy issues in the form of recommendations. The Developer agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Developer agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date set forth on the first page and shall continue through the last day of the 60th month. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period of five (5) additional years. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Developer in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Developer, upon approval by the Board of County Commissioners.

Work Order Term
Work Orders shall expire as stated on each individual Work Order issued under this Contract, and may extend past the expiration of this Contract. The provisions of this agreement and of any specific Work Order which commences prior to the termination date of this Contract and which will extend beyond said termination date shall survive the expiration or termination hereof.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County

to the Project Manager:

a) Miami-Dade County, Public Housing and Community Development
701 NW 1st Court, 16th Floor
Miami, FL 33136-3912
Attention: Executive Director
Phone: (786) 469-4106
Fax: (786) 469-4199

and,

b) Miami-Dade County, Public Housing and Community Development
Facilities & Development Division
701 NW 1st Court, 16th Floor
Miami, FL 33136-3912
Attention: Alan Eson
Phone: (786) 469-4226
Fax: (786) 469-4199

and

c) to the Contract Manager:

Miami-Dade County
Internal Services Department, Procurement Management Services
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention: Assistant Director
Phone: (305) 375-5548
Fax: (305) 375-2316

(2) To the Developer

Housing Programs, Inc.,
683 N. Biscayne River Drive
Miami, Florida 33169
Attention: Isaac Simhon, President/CEO
Phone: (305) 688-1600
Fax: (305) 688-1620
E-mail: housingprograms@bellsouth.net

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PRICING

Pricing information shall be stipulated in any Work Order issued hereunder.

ARTICLE 8. INDEMNIFICATION AND INSURANCE

The Developer shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Developer or its employees, agents, servants, partners principals or sub-Contractors. The Developer shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Developer expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Developer shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and

instrumentalities as herein provided.

Upon County's notification of a Work Order award, the Developer shall furnish to the Internal Services Department/Procurement Management Services, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

A. **New Construction**

1. Worker's Compensation Insurance for all employees of the Developer(s) as required by Florida Statute 440.

2. Commercial General Liability Insurance (to include Advertising Liability, if applicable), on a comprehensive basis, in an amount not less than $1,000,000 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. The mailing address of Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974, as the certificate holder, must appear on the certificate of insurance.**

3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $500,000 combined single limit per occurrence for bodily injury and property damage.

Design Stage (if applicable)
In addition to the insurance required in A, (1-3) above, a certificate of insurance must be provided as follows:

4. Professional Liability Insurance in the name of the Developer(s) or the licensed design professional employed by the Developer(s) in an amount not less than $1,000,000 per claim.

Construction Phase (if applicable)
In addition to the insurance required in A, (1-4) above, the Developer(s) shall provide or cause its Developers to provide policies indicating the following type of insurance coverage prior to commencement of construction:

5. Completed Value Builders' 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 will name Miami-Dade County as a Loss Payee A.T.I.M.A.

B. **Rehabilitation**

1. Worker's Compensation Insurance for all employees of the Developer(s) as required by Florida Statute 440.

2. Commercial General Liability Insurance (to include Advertising Liability, if applicable), on a comprehensive basis, in an amount not less than $1,000,000 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. The mailing address of Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974, as the certificate holder, must appear on the certificate of insurance.

3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $500,000 combined single limit per occurrence for bodily injury and property damage.

4. If applicable, Professional Liability Insurance in the name of the Developer(s) or the licensed design professional employed by the Developer(s) in an amount not less than $1,000,000 per claim.

5. If applicable, Completed Value Builders' 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 will name Miami-Dade County as a Loss Payee A.T.I.M.A.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Developer. 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:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength 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 Financial Services and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Developer hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.

Compliance with the foregoing requirements shall not relieve the Developer of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days after notification of recommendation to award. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Developer shall have an additional five (5) business days to submit a corrected certificate to the County. If the Developer fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Developer shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Developer shall be responsible for ensuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Developer shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

ARTICLE 9. MANNER OF PERFORMANCE

a) The Developer shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Developer in all aspects of the Services. At the request of the County, the Developer shall promptly remove from the project any Developer's employee, sub-Contractor, or any other person performing Services hereunder. The Developer agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Developer.

b) The Developer agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Developer's personnel performing services hereunder at the behest of the County. Removal and replacement of any Developer's personnel as used in this Article shall not require the termination and or demotion of such Developer's personnel.

c) The Developer agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Developer agrees to adjust its personnel staffing levels or to replace any of its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

d) The Developer warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.

e) The Developer shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

f) The Developer shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 10. EMPLOYEES OF THE DEVELOPER

All employees of the Developer shall be considered to be, at all times, employees of the Developer under its sole direction and not employees or agents of the County. The Developer shall supply competent employees. Miami-Dade County may require the Developer to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 11. INDEPENDENT DEVELOPER RELATIONSHIP

The Developer is, and shall be, in the performance of all work services and activities under this Agreement, an independent Developer, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Developer's sole direction, supervision and control. The Developer shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Developer's relationship and the relationship of its employees to the County shall be that of an independent Developer and not as employees and agents of the County.

The Developer does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 12. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

a) The Developer hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Developer's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

b) The Developer shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Developer agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

c) The Developer must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Developer and the Project Manager are unable to resolve their difference, the Developer may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

d) In the event of such dispute, the parties to this Agreement authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or

misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within 10 days of the occurrence, event or act out of which the dispute arises.

e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Developer's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Developer to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Developer. Except as such remedies may be limited or waived elsewhere in the Agreement, Developer reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 13. MUTUAL OBLIGATIONS

a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

c) In those situations where this Agreement imposes an indemnity obligation on the Developer, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Developer fails to diligently defend such claims, and thereafter seek indemnity for costs from the Developer.

ARTICLE 14. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Developer shall maintain, and shall require that its sub-Contractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services and any Work Order issued hereunder. The Developer and its sub-Contractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 15. AUDITS

The County, or its duly authorized representatives or governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Developer's books, documents, papers and records and of its sub-Contractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to County Ordinance No. 03-2, the Developer will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Developer agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 16. SUBSTITUTION OF PERSONNEL

In the event the Developer wishes to substitute personnel for the key personnel identified by the Developer's Proposal, the Developer must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 17. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Developer shall not assign, transfer, convey or otherwise dispose of this Agreement or any Work Order issued hereunder, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 18. SUBCONTRACTUAL RELATIONS

a) If the Developer will cause any part of this Agreement to be performed by a Sub-Contractor, the provisions of this Contract will apply to such Sub-Contractor and its officers, agents and employees in all respects as if it and they were employees of the Developer; and the Developer will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Sub-Contractor, its officers, agents, and employees, as if they were employees of the Developer. The services performed by the Sub-Contractor will be subject to the provisions hereof as if performed directly by the Developer.

b) The Developer, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Sub-Contractor, the portion of the Services which the Sub-Contractor is to do, the place of business of such Sub-Contractor, and such other information as the County may require. The County will have the right to require the Developer not to award any subcontract to a person, firm or corporation disapproved by the County.

c) Before entering into any subcontract hereunder, the Developer will inform the Sub-Contractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Sub-Contractor will strictly comply with the requirements of this Contract.

d) In order to qualify as a Sub-Contractor satisfactory to the County, in addition to the other requirements herein provided, the Sub-Contractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Sub-Contractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.

e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Developer's obligations under this Agreement. All Sub-Contractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Developer shall furnish to the County copies of all subcontracts between Developer and Sub-Contractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Developer in breach of this Contract, permitting the County to request completion by the Sub-Contractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Sub-Contractor directly for the performance by such Sub-Contractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any sub-Contractor hereunder as more fully described herein.

ARTICLE 19. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Developer understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Developer for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Developer. The Developer accepts all risk associated with using this information.

ARTICLE 20. SEVERABILITY

If this Agreement , including any subsequent Work Order, contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 21. TERMINATION AND SUSPENSION OF WORK

a) The County may terminate this Agreement or any subsequent Work Order if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.

b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Developer may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

d) In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement or any subsequent Work Order by written notice to the Developer.

e) In the event that the County exercises its right to terminate this Agreement, the Developer shall, upon receipt of such notice, unless otherwise directed by the County:

i. stop work on the date specified in the notice ("the Effective Termination Date");

ii. return property (ies) and take such action as may be necessary for the protection and preservation of the County's materials and property;

iii. cancel orders;

iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of the applicable Work Order and not incorporated in the Services;

v. take no action which will increase the amounts payable by the County under this Agreement; and

f) In the event that the County exercises its right to terminate this Agreement, the Developer will be compensated as stated in the payment Articles herein for the:

i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and

ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.

g) All compensation pursuant to this Article are subject to audit.

ARTICLE 22. EVENT OF DEFAULT

a) An Event of Default shall mean a breach of this Agreement by the Developer. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:

i. the Developer has violated or not executed requirements as stated in Appendix A, Scope of Services;

ii. the Developer has not delivered Deliverables on a timely basis;

iii. the Developer has refused or failed to supply enough properly skilled staff personnel;

iv. the Developer has failed to make prompt payment to sub-Contractors or suppliers for any Services;

v. the Developer has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Developer's creditors, or the Developer has taken advantage of any insolvency statute or debtor/creditor law or if the Developer's affairs have been put in the hands of a receiver;

vi. the Developer has failed to obtain the approval of the County where required by this Agreement;

vii. the Developer has failed to provide "adequate assurances" as required under subsection b below; and

viii. the Developer has failed in the representation of any warranties stated herein.

b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Developer's ability to perform the Services or any portion thereof, the County may request that the Developer, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Developer's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Developer for portions of the Services which the Developer has not performed. In the event that the Developer fails to provide to the County the requested assurances within the prescribed timeframe, the County may:

i. treat such failure as a repudiation of this Agreement; and

ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

c) In the event the County shall terminate this Agreement or any subsequent Work Order for default, the County or its designated representatives may immediately take possession of all applicable property(ies), materials, products, documentation, reports and data.

ARTICLE 23. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County may so notify the Developer ("Default Notice"), specifying the basis for such default, and advising the Developer that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Developer to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Developer has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Developer shall discontinue the Services upon the Termination Date.

ARTICLE 24. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Developer shall be liable for all damages resulting from the default, including but not limited to:

a) lost revenues;

b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and

c) such other direct damages.

The Developer shall also remain liable for any liabilities and claims related to the Developer's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 25. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration
The Developer shall be a registered vendor with the County – Internal Services Department, Procurement Management Division, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Developer confirms its knowledge of and commitment to comply with the following:

1. ***Miami-Dade County Ownership Disclosure Affidavit***
(Section 2-8.1 of the County Code)

2. ***Miami-Dade County Employment Disclosure Affidavit***
(Section 2.8-1(d)(2) of the County Code)

3. ***Miami-Dade Employment Drug-free Workplace Certification***
(Section 2-8.1.2(b) of the County Code)

4. ***Miami-Dade Disability and Nondiscrimination Affidavit***
(Section 2-8.1.5 of the County Code*)*

5. ***Miami-Dade County Debarment Disclosure Affidavit***
(Section 10.38 of the County Code)

6. ***Miami-Dade County Vendor Obligation to County Affidavit***
(Section 2-8.1 of the County Code)

7. ***Miami-Dade County Code of Business Ethics Affidavit***
(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)

8. ***Miami-Dade County Family Leave Affidavit***
(Article V of Chapter 11 of the County Code)

9. ***Miami-Dade County Living Wage Affidavit***
(Section 2-8.9 of the County Code)

10. ***Miami-Dade County Domestic Leave and Reporting Affidavit***
(Article 8, Section 11A-60 11A-67 of the County Code)

11. ***Subcontracting Practices***
(Ordinance 97-35)

12. ***Subcontractor /Supplier Listing***
(Section 2-8.8 of the County Code)

13. ***Environmentally Acceptable Packaging***
(Resolution R-738-92)

14. ***W-9 and 8109 Forms***
(as required by the Internal Revenue Service)

15. ***FEIN Number or Social Security Number***
In order to establish a file, the Developer's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Developer's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
   - Identification of individual account records
   - To make payments to individual/Developer for goods and services provided to Miami-Dade County
   - Tax reporting purposes
   - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

16. ***Office of the Inspector General***
(Section 2-1076 of the County Code)

17. ***Small Business Enterprises***
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

18. ***Antitrust Laws***

By acceptance of any contract, the Developer agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest
Section 2-11.1(d) of Miami-Dade County Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 26. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Developer shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Developer's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Developer, its officers, agents, employees, sub-contractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Developer in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Developer or any third party.

Miami-Dade County Inspector General Review
According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Developer. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Developer, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Developer from the Inspector General or IPSIG retained by the Inspector General, the Developer shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Developer's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful sub-contractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 27. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Developer agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.

b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.

c) Environmental Protection Agency (EPA), as applicable to this Contract.

d) Miami-Dade County Code, Chapter 11A, Article 3. All Developers and sub-contractors performing work in connection with this Contract shall provide equal opportunity for employment without regard to race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or

other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.

f) Miami-Dade County Code Section 10-38 "Debarment".

g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.

h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

The Developer shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Developer for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Developer. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Developer prior to authorizing work and as needed.

Notwithstanding any other provision of this Agreement, Developer shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Developer, constitute a violation of any law or regulation to which Developer is subject, including but not limited to laws and regulations requiring that Developer conduct its operations in a safe and sound manner.

ARTICLE 28. NONDISCRIMINATION

During the performance of this Contract, Developer agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Developer attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Developer or any owner, subsidiary or other firm affiliated with or related to the Developer is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Developer submits a false affidavit pursuant to this Resolution or the Developer violates the Act or the Resolution during the term of this Contract, even if the Developer was not in violation at the time it submitted its affidavit.

ARTICLE 29. CONFLICT OF INTEREST

The Developer represents that:

a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or

intangible, in connection with the award of this Agreement.

b) There are no undisclosed persons or entities interested with the Developer in this Agreement. This Agreement is entered into by the Developer without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

i) is interested on behalf of or through the Developer directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or

ii) is an employee, agent, advisor, or consultant to the Developer or to the best of the Developer's knowledge any sub-Contractor or supplier to the Developer.

c) Neither the Developer nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Developer shall have an interest which is in conflict with the Developer's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Developer provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

e) In the event Developer has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Developer shall promptly bring such information to the attention of the County's Project Manager. Developer shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Developer receives from the Project Manager in regard to remedying the situation.

ARTICLE 30. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Developer without the express written consent of the County:

a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Developer first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

b) Communicate in any way with any Developer, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and

c) Except as may be required by law, the Developer and its employees, agents, sub-

Contractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Developer or such parties has been approved or endorsed by the County.

ARTICLE 31. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Developer has with the County, the Developer becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Developer under federal bankruptcy law or any state insolvency law.

ARTICLE 32. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

ARTICLE 33. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Developer and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Developer

By: I. Simhon

Name: Isaac Simhon

Title: President

Date: 4/10/13

Attest: M Moreno
Corporate Secretary/Notary Public

Corporate Seal/Notary Seal

Miami-Dade County

By:

Name: Carlos A. Gimenez

Title: Mayor

Date: 10-23-13

Attest:
Clerk of the Board

COUNTY COMMISSION SEAL MIAMI-DADE COUNTY FLORIDA

Approved as to form
and legal sufficiency

Assistant County Attorney

M MORENO
MY COMMISSION # EE834385
EXPIRES September 22, 2016
(407) 398-0153 FloridaNotaryService.com

APPENDIX A

SCOPE OF SERVICES

1. Introduction

Miami-Dade County, hereinafter referred to as the County, as represented by Miami-Dade County Public Housing and Community Development (PHCD) Department, is contracting with qualified developers who have been included in a pool of developers for the development or substantial rehabilitation of affordable single family homes on County property. These homes will be sold to low and moderate income persons as part of the County's Infill Housing Program. Pool members will participate in the Infill Housing Developer Pool, herein after referred to as the "Pool", for projects as they become available. The Pool will expedite the selection process. As needed by the County, and when infill properties are available, the County will issue a Work Order Proposal Request (WOPR) advising all Pool members of the available infill property. A competitive process among interested Pool members will be conducted by the County and at the sole discretion of the County a Work Order may be issued.

2. Background

The Infill Housing Program was established to provide County owned property to developers to increase the availability of affordable homes for low and moderate income persons, maintain a stock of affordable housing, redevelop urban neighborhoods by eliminating the blight of vacant, dilapidated or abandoned properties, equitably distribute homeownership opportunities within the Infill Target Areas, and generate payment of ad valorem taxes. The Infill Housing Program shall facilitate the sale or transfer of County-owned properties to qualified developers. The developers shall be required to build affordable homes to be sold to low and moderate income persons. Although the Infill Housing Initiative is primarily designed to create affordable homeownership of single family homes, the County under limited circumstances may in its sole discretion permit developers to rent these homes to qualified low or moderate income families. Pool members shall be able to provide the services listed in the Infill Housing Program Guidelines established by Implementing Order (IO 3-44). IO 3-44 (Attachment A), Infill Housing Initiative which establishes the process for implementation and management of the Infill Housing Program for Miami-Dade County.

3. Requirements and Services To Be Provided

Developers shall:

A. Be a person, firm, corporation, partnership, limited liability company, association, joint venture, community based organization, not-for-profit agency, or any entity or combination of entities, excluding any governmental entity. For these purposes a community-based organization shall have among its purposes the provision of affordable housing to persons who have special needs or have low income, or moderate income within a designated area, which may include a municipality or more than one municipality of the County, and maintains, through a minimum of one-third representation on the organization's governing board, accountability to housing program beneficiaries and residents of the designated area.

B. Have the ability to concurrently develop lots or rehabilitate existing homes with affordable single family housing, and sell the homes to qualified households for no more than the maximum price set by the County for affordable housing, which is currently set at $175,000 or its appraised value, whichever is less.

C. Have the ability to furnish all labor, materials, supplies, equipment, services necessary to design, permit, construct, market and sell the affordable housing. Homes offered for sale to qualified eligible households shall be completed within the timeframe designated by the County, which is currently set at 12 months.

D. Submit quarterly progress reports to the County, advising of actions taken and status of property development.

E. Meet the Performance Bond requirements as specified in Section 7.

F. Meet the Insurance requirements as specified in Article 8 of the Agreement.

G. Receive and agree to comply with various County documents including, but not limited to: deeds, leases, sales or developer agreements. The method to convey land to qualified developers will be identified in each WOPR, which may contain the following requirements:

a) the property shall be developed with an affordable home(s);
b) the home(s) shall be sold to an eligible person or household (unless otherwise stipulated);
c) the home shall be built within a specified period of time as directed by each Work Order or as stated in the deed;
d) the home shall meet the Minimum Infill Architectural and Space Requirements (as required by Attachment B, Infill Housing Program Guidelines);
e) the sale price of the home shall not exceed the maximum sale price set by the County for affordable housing; and
f) that the Developer shall forfeit all rights to the property if the requirements are not complied with.

Note: If the Developer does not meet the timeframes outlined in the Work Order or deed, the Developer will forfeit all funds spent in developing the property, unless the Developer has received an extension, for time, in writing issued by the County for any extenuating circumstances as so deemed by the County at its sole discretion. The construction loan would be paid off by the County or the property would be foreclosed on by the lender. This decision would be solely at the discretion of the County.

H. Comply with all laws, ordinances and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest and collusion. Developers should be familiar with all Federal, State and local laws, ordinances, codes, rules and regulations that may in any way affect the goods or services offered. Developers shall utilize and be cognizant that various financing methods may be required to comply with Federal, State and local laws, ordinances, codes, rules and regulations.

I. Ensure that potential homebuyers have completed homeownership counseling courses through a participating agency and have been determined to meet the income limits of very low, low or moderate income households by PHCD or other County approved lender. Except as otherwise stipulated in the WOPR, ensure that every dwelling unit created as a result of the Infill Housing Program be offered for sale to a qualified household to be used for his or her own primary residence.

J. Have the capability to provide architectural plans that will be approved by the County for homes to offer through the Infill Housing Program. All home plans shall comply with all State and Local requirements.

K. Have a proven track record of completed and successful home sales over a seven year period.

L. Have the financial capability to successfully complete awarded WOPRs. Developers shall have the ability to self-finance without recourse to County property.

M. Confirm that all documentation submitted for evaluation and submission to the Pool is still valid when responding to a WOPR. Pool members shall provide current or updated team members, financial and litigation information to the County.

N. Warrant all homes for defects in workmanship or quality of materials for 12 months following the sale.

O. Notify the County of their involvement in any litigation during the term of the Pool. The County will review and determine the impact to the County. Should the County determine that the litigation will negatively impact the County; the Pool member may be ineligible to receive an award until the litigation is resolved.

In addition to the requirements noted above, County documents may be modified per each WOPR to suit the site. Developers shall also be required to proffer a declaration of restrictive covenants running with the land.

The restrictive covenants will be sufficient for recording in the public records of Miami-Dade County, Florida, encumbering the individual property or properties, specifying the restrictions of the property and such further arrangements, restrictive covenants, and resale restrictions as are necessary.

3. Structure of Pool

Developers signed an agreement with the County to be accepted into the Pool. The agreement may be updated periodically to reflect new County or State requirements. The agreement will be supplemented, upon project award, by individual Work Orders (see Section 4 below). Membership in the Pool is a prerequisite for having an opportunity to compete to receive land from the County for the development of Infill Housing. However, there is no guarantee that any or all Pool members will obtain any property through this Pool. Selection into the Pool does not guarantee receipt of any property and does not provide for exclusive rights to obtain property from the County.

At the County's discretion, the Developers may be removed from the Pool for a failure to propose on projects offered through WOPRs, poor performance on any Work Order issued or any other County award(s), failure to accept awarded lots, being in arrears in obligations to the County, and any other reason specified by County policies and procedures. Developers shall maintain the qualifications of the firm, and proposed personnel, at a standard consistent and equivalent to the qualification submissions submitted in response to the Request for Qualifications. Notification of Corporation changes and/or changes in personnel shall be brought to the County's attention, in writing, for approval. The County may, at its sole discretion, reopen the Request for Qualification process yearly to allow additional Developers to be added to the Pool.

Pool members are in no way restricted from responding to other County solicitations falling outside the Pool.

4. Work Order Process

Once the Pool is established, the County at its discretion, may make available County owned lots, which may require corrective actions, (e.g., zoning variances, platting, waiver of plats, septic tanks, etc.) for residential development or substantial rehabilitation, to the Pool members through a competitive WOPR process. The Pool will service requests from PHCD. When projects arise, PHCD will prepare a scope of work and provide Pool members with information regarding the selection process and response requirements, potentially to include written proposals and/or oral presentations. Minimally, Pool members may be required to submit a site plan, floor plan, and elevation drawings for each home along with a pricing schedule. Proposals submitted by Pool members will be evaluated by the Affordable Housing Selection Committee, based on criteria established in the WOPR. Selected Developers will be required to sign an agreement stating that they agree to build the home as proposed in the WOPR. Once the agreement has been signed by the Developer, the County will convey the lots to the Developer via a County deed or restrictive covenant.

In the event that no Pool member bids on the County owned lots through the WOPR process, the County, at its sole discretion, may dispose of properties in accordance with the requirements of Florida Statute 125.379, Disposition of County property for affordable housing.

Local Preference and Certified Service-Disabled Veteran's consideration will not apply to individual Work Orders.

Note: County Liens and citations may be released after the home is sold to a qualified buyer and a restrictive covenant is recorded at time of closing. The Developer is required to follow the requirements for the release of liens from the City of Miami and other municipalities for which the County has no jurisdiction in these matters.

5. Negotiations

The County may award a Work Order on the basis of initial offers received, without discussions. However, the County reserves the right to enter into negotiations with the recommended Pool member. If the County and the recommended Pool member cannot negotiate a successful agreement, the County may terminate said negotiations and begin negotiations with the next Pool member. This process may continue until a Work Order has been issued or all Pool members who competed have been rejected. No Pool member shall have any rights against the County arising from such negotiations.

6. Impact Fee Exemptions or Refunds

New homes constructed through the Infill Housing Program may qualify for certain impact fees to be refunded once a restrictive covenant has been recorded on the property stating that the property will remain affordable during the control period, and the home has been completed and sold to a qualified household. Developers must submit the "Request for Impact Fee Reimbursement" no later than 12 months after the sale of the home to a qualified family and in accordance with Infill Housing Program Guidelines. (The home buyer income must be 80% or less of the Area Median Income at time of closing.)

7. Performance Bond

A Payment and Performance Bond will be required for any project that the County retains title to. Before execution of any agreement resulting from a WOPR between Miami-Dade County and a Developer, the Developer shall execute and deliver to the County a Payment and Performance Bond in an amount as required by Chapter 255.05 of the Florida Statutes. Refer to Attachments D and E, Maintenance Performance and Payment Bond Forms.

8. Living Wages

The provisions of Section 2-8.9 of the Code of Miami-Dade County (also known as the Living Wage Ordinance) may apply to any Work Order hereunder, depending upon the services solicited and the value of the Work Order unless the Project is federally funded and federal labor standards such as the Davis Bacon Act and other related federal labor standards apply. By submitting a proposal, a Developer agreed to comply with the provisions of Section 2-8.9 of the Code of Miami-Dade County, and to acknowledge awareness of the penalties for non-compliance. The Developer shall provide compensation equal to or exceeding the Living Wage benefits, pursuant to Living Wage Ordinance (Ord. No. 99-4) as specified in any Work Order to which the Ordinance applies. Refer to Attachment C, Supplemental General Condition Living Wage.

9. Attachments

Attachment A: Implementing Order 3-44, Infill Housing Initiative
Attachment B: Infill Housing Program Guidelines
Attachment C: Supplemental General Condition Living Wage
Attachment D: Maintenance Performance and Payment Bond (Cash)
Attachment E: Maintenance Performance and Payment Bond (Surety)

ATTACHMENT A
Implementing Order 3-44
Infill Housing Initiative

Implementing Order

MIAMI-DADE

Implementing Order No.: 3-44

Title: Infill Housing Initiative

Ordered: 04/06/2010 **Effective:** 04/16/2010

AUTHORITY:
The Miami-Dade County Home Rule Amendment and Charter, including among others, Section 1.01 and 2.02 A and Article VII Section 17-121 thru 17-128.1 of the County Code.

SUPERSEDES:
This Implementing Order supersedes Administrative Order 3-44 ordered January 25, 2007 and effective February 8, 2007.

SCOPE:
This Implementing Order establishes the process for implementation and management of the Infill Housing Initiative for Miami-Dade County. The procedures established to carry out the goals of the Infill Housing Initiative shall be referred to as the Infill Housing Program.

POLICY:
Article VII Section 17-121 through 17-128.1, of the Code of Miami-Dade County creates a specific methodology for handling infill housing, including, but not limited to, the identification of property; acquisition, transfer and sale of property; reversion of title to the County in the event of non-performance; forgiveness of liens; and construction and rehabilitation loan provisions. The various activities necessary to administer the Infill Housing Program as well as the various agencies responsible for its implementation are outlined in this document. This Implementing Order also directs the creation of the Affordable Housing Review Committee (AHRC) and the Affordable Housing Selection Committee (AHSC).

The purpose of the Infill Housing Program is to increase the availability of affordable homes for low and moderate income persons, maintain a stock of affordable housing, redevelop urban neighborhoods by eliminating the blight of vacant, dilapidated or abandoned properties, equitably distribute homeownership opportunities within the Infill Target Areas, and generate payment of ad valorem taxes. The Infill Housing Program shall encourage the sale or transfer of County-owned properties to qualified developers. The developers shall be required to build affordable homes to be sold to low and moderate income persons. Although the Infill Housing Initiative is primarily designed to create affordable homeownership of single family homes, the County under limited circumstances may at its sole discretion permit developers to rent these homes to qualified low or moderate income families.

Except as otherwise specified, the General Services Administration is charged with the overall responsibility of administering the Infill Housing Initiative Program under this Implementing Order.

DEFINITIONS:

Affordable: Where the mortgage payment, including taxes and insurance, does not exceed 30 percent of the amount which represents the percentage of the median annual gross income for low and moderate income households. However, it is not the intent to limit an individual household's ability to devote more than 30 percent of its income for housing, and housing for which a household devotes more than 30 percent of its income shall be deemed affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30 percent benchmark.

Certificate of Qualification: A certificate issued by the Department of Housing and Community Development (DHCD) or any other County or non-County agency that has been authorized by DHCD to qualify households, establishing that a household is qualified to purchase an affordable dwelling unit. Certificates of Qualification shall be valid for 12 months.

Control Period: The 20-year period during which the eligible home must remain affordable. The control period begins on the initial sale date of the eligible home and resets automatically every 20 years for a maximum of 60 years, except that in the event the home is owned by the same owner for an entire 20-year period, said home shall be released from the affordability restrictions.

County Property: Property that is owned by Miami-Dade County.

Dwelling Unit: A unit, whether detached or attached to another such unit, that houses a single family and that can be sold in fee simple ownership.

Eligible Housing or Eligible Home: Any dwelling unit that is: (i) located on an infill parcel; (ii) constructed or rehabilitated in accordance with this article; and (iii) used as the primary residence of a qualified household.

Eligible Person or Eligible Household: One or more natural persons or a family that has not owned or had an interest in a home during the previous three years and that has been determined by the County to meet the eligibility requirement of a low income or moderate income household according to the income limits adjusted to family size published annually by the United States Department of Housing and Urban Development based upon the annual gross income of the household. The terms Eligible Person or Eligible Household shall also include one or more natural persons or a family who participates in one of the County and other municipalities' affordable rental programs, including but not limited to the Section 8 Housing Choice Voucher or the Miami-Dade Homeless Trust Continuum of Care's Household Exiting Emergency Shelter, Transitional Housing and Domestic Violence programs and who has been determined by the County to meet the eligibility requirements of a low or moderate income household according to the income limits adjusted to family size published annually by the United States Department of Housing and Urban Development based upon the annual gross income of the household.

Impact Fees: Fees for Road, Fire and Emergency Services, Parks, Police and Educational Facilities that are paid as pre-development costs to help fund the additional expenses required for services for new development.

Infill Parcel: A parcel of land that is located within the infill target areas and is suitable for residential development of four (4) dwelling units or less.

Infill Target Areas: The areas of the County designated as the Urban Infill Target Area (UIA), as defined in Section 33C-3(26) of the Code, and the Targeted Urban Areas (TUA), as defined in Section 30A-129(2) of the Code. In addition, Infill Target Areas shall include those portions of Neighborhood Revitalization Strategy Areas not otherwise covered under the UIA and TUA; and any geographic locations in Miami-Dade County which are designated by the Federal Government as empowerment zones shall be included in the definition of TUA at the time of such designation.

Liens: Encumbrances placed on property by the County or other municipality for failing to maintain property or pay for services rendered, i.e. lot clearing, trash pick up, demolition of unsafe structure, etc.

Low Income Household: Those households whose total annual adjusted gross income is 80% percent or less than the median annual adjusted gross income for households within the metropolitan statistical area (MSA) or, if not within an MSA, within Miami-Dade County, whichever is greater as defined by HUD.

Maximum Resale Price: The sum of (i) the current area median income for the Metropolitan Area of Miami-Dade County as published by the U.S. Department of Housing and Urban Development (HUD) multiplied by the resale price multiplier, as defined herein, (ii) capital improvements, if any, however, in no event shall the Maximum Resale Price be greater than the purchase price for which a credit-worthy Eligible Household earning 140% of the Area Median Income, as required by the Program for an eligible household to obtain mortgage financing (as such purchase price is determined by County), and further provided that the Resale Price shall not be less than the purchase price paid for the Property by the Owner unless the Owner agrees to accept a lesser price.

Moderate Income Household: Those households whose total annual adjusted gross income is greater than 80% and less than 140% percent of the median annual adjusted gross income for households within the metropolitan statistical area (MSA) or, if not within an MSA, within Miami-Dade County, whichever is greater as defined by HUD.

Private Property: Property that is not owned by Miami-Dade County.

Qualified Developer: Any person, firm, corporation, partnership, limited liability company, association, joint venture, community based organization, not-for-profit agency, or any entity or combination of entities, excluding any governmental entity, that has been qualified by the County as having the requisite experience and capacity to build affordable housing through the Infill Housing Program. For these purposes a community-based organization shall have among its purposes the provision of affordable housing to persons who have special needs or have low income, or moderate income within a designated area, which may include a municipality or more than one municipality or the County, and maintains, through a minimum of one-third representation on the organization's governing board, accountability to housing program beneficiaries and residents of the designated area.

Rental Price: Rents that do not exceed the monthly Fair Market Rent as determined for Miami-Dade County and published by the U.S. Department of Housing and Urban Development.

Resale Price Multiplier: The number calculated by dividing the Property's initial sale price from the developer to the first eligible homebuyer by the HUD Area Median Income for the Metropolitan Area of Miami-Dade County at the time of sale.

Resale Price Multiplier Calculation Example:

Original Purchase Price	$175,000 divided by
Current HUD Area Median Income	$ 58,000
Resale Price Multiplier	**3.01**

State Housing Initiative Partnership (SHIP): The affordable housing program established pursuant to Section 420.90 et seq. of the Florida Statutes for the purpose of providing funds to counties and eligible municipalities as an incentive for the creation of local housing partnerships, to expand production of and preserve affordable housing, to further the housing element of the local government comprehensive plan specific to affordable housing, and to increase housing-related employment.

Surtax Funds: The discretionary tax on documents, which the County is authorized by Section 125.0167 of the Florida Statutes to levy, for the purpose of establishing and financing the County's Local Housing Assistance Loan Trust Fund to assist in the financing of construction, rehabilitation, or purchase of housing for low-income and moderate-income families.

ROLES AND RESPONSIBILITIES:

General Services Administration (GSA): As the County's official real property asset management agency, the Department of General Services Administration (GSA) is responsible for identifying County property suitable for Infill Housing, monitoring the construction, initial sale, and resale of the home.

Miami-Dade Public Housing Agency (MDPHA): MDPHA is responsible for administering the Section 8 Project Based Voucher (PBV) Program which provides financial assistance to low income families to help them pay their rent or mortgage.

Housing Finance Authority (HFA): HFA provides low-interest rate mortgages and financial assistance to first-time low and moderate income homebuyers. In coordination with its non-profit partner, Miami Dade Affordable Housing Foundation, Inc., the HFA also provides homebuyer education and certification.

Miami-Dade Economic Advocacy Trust (MDEAT): MDEAT administers the Homeownership Assistance Program (HAP) which provides low and moderate income families with down payment and closing cost assistance.

Miami-Dade County Homeless Trust (Homeless Trust): The Homeless Trust administers the Household Exiting Emergency Shelter, Transitional Housing and Domestic Violence program.

Department of Housing and Community Development (DHCD): DHCD administers Federal and State funding that supports the development of viable urban neighborhoods in Miami-Dade County characterized by decent housing, expansion of economic opportunities and the preservation of historic properties. DHCD is responsible for qualifying eligible homebuyers and providing funding assistance in the form of mortgages to eligible homebuyers and construction loans to qualified developers of affordable housing.

Affordable Housing Review Committee (AHRC): The Affordable Housing Review Committee's function is to review property to determine whether it is suitable for infill and/or affordable housing development.

Affordable Housing Selection Committee (AHSC): The Affordable Housing Selection Committee's function will be to evaluate and select qualified developers through a competitive process.

PROGRAM INCENTIVES:

Availability of County Property: The County will make available buildable land to qualified developers, free and clear of all liens, as provided in this IO.

Impact Fees: New homes constructed through the Program qualify to have impact fees for road, fire and emergency services, parks and police services, refunded once a restrictive covenant has been recorded on the property stating that the property will remain affordable during the control period, and the home has been completed and sold to a low-income household.

Building Permit Expedite Process: Building permit applications for homes being built in the Unincorporated Municipal Service Area (UMSA) through the Infill Housing Program qualify for the Building Department's expedite process. The developer must provide the Building Department written proof that the home is being built through the Infill Housing Program.

Financial Assistance: Various County agencies including MDPHA, HCD, HFA and MDEAT offer financial assistance to qualified homebuyers in the form of low interest loans using Surtax, SHIP, CDBG, HOME and other applicable funds.

Lien Releases: County liens placed on private property prior to the developer purchasing the lot may be released, provided the developer proffers all of the required restrictive covenants.

Reduced Real Estate Taxes: The assessed value of the homes constructed through the Infill Housing Program will be adjusted during the control period once a declaration of restrictive covenants has been recorded in the public records stating that the home must remain affordable.

THE INFILL HOUSING PROGRAM PROCESS:

Identifying Lots

GSA is responsible for reviewing the inventory of County property to identify lots that may be suitable for infill housing. Property that is located in the infill target areas and is appropriately sized, residentially zoned, designated for residential use in the County's Land Use Map, or located adjacent to residential uses is presented to the Affordable Housing Review Committee (AHRC) for action. Market conditions of the surrounding area are also taken into consideration when determining whether the property should be presented to the AHRC.

Affordable Housing Review Committee (AHRC)

The AHRC reviews County property identified by GSA as having the potential of being developed with affordable housing. The AHRC is chaired by GSA's Assistant County Manager, or his/her designee, and is comprised of representatives from various County agencies, including General Services Administration, Planning and Zoning, Public Works, Environmental Resources Management, Water and Sewer, Building and Neighborhood Compliance, Finance, Miami-Dade Public Housing Agency, Housing and Community Development, and any other department deemed necessary by the County Manager to review lots being considered for affordable housing.

The AHRC reviews property to determine whether it meets the minimum requirements for development and makes one of the following determinations:

1) **Appropriate for Infill Housing Development**
   A property or parcel located in the infill target areas which can be developed with four dwelling units or less. These properties are bid out amongst the pool of Infill Housing Developers via a work order proposal process.

2) **Appropriate for Affordable Housing Development**
   A property, or parcel, that can be developed with more than four dwelling units, regardless of its location. These properties are made available for development via a competitive process.

3) **Not Appropriate for Infill nor Affordable Housing development**
   Properties determined by AHRC as unsuitable for housing development. Such parcels are addressed through the surplus process as dictated by Administrative Order 8-4.

Properties that are deemed appropriate for infill development, but may require corrective action are forwarded to the appropriate agency for said correction. If it is recommended by AHRC that a variance from zoning requirements be sought or that the zoning of the property be changed, then a request is made to the Department of Planning and Zoning to file a Director's application on said property. GSA initiates such requests for corrective action and reports back to AHRC on their progress.

Clearing Title

All liens of record, citations, violations and special assessments are released or satisfied prior to awarding the lot. GSA identifies any such lien(s) and facilitates the release or satisfaction of said liens, citation, violation, etc. by contacting the County or municipal agency in charge of releasing the lien, etc. Additionally, GSA ensures that the title has been quieted, if necessary, prior to the conveyance of the lot.

Selecting Qualified Developers:

Infill housing developers are selected through a Request for Qualifications (RFQ) process. The RFQ states the minimum requirements a developer must have to participate in the Infill Housing Program including, but not be limited to the following:

1) Experience building housing.
2) Past performance on similar housing projects
3) Financial capacity to build the homes.

Selection of the pool of qualified developers is made by the Affordable Housing Selection Committee (AHSC). The AHSC members are appointed by the County Manager and is comprised of representatives from GSA, HCD, and any other department deemed necessary. The County Attorney's Office shall serve as legal advisor to the AHSC.

Availability of County Property:

County property that has been deemed to be suitable for infill housing by AHRC is submitted to the Board of County Commissioners for their approval. Once approved for infill housing, the property is offered to the pool of qualified developers through a competitive Work Order Proposal process that encourage a mix of housing prices that are affordable to both low and moderate income households. Consideration for award also takes into account status of lots previously awarded to the developer and the developer's past performance in the Program. The Proposals are evaluated and selected by the Affordable Housing Selection Committee (AHSC). Properties are conveyed, leased or made available to the selected developer through a developer agreement which clearly states the obligations of both the County and developer.

Said instrument contains the following restrictions:

1) the property shall be developed with an affordable home(s);
2) the home(s) shall be sold to an eligible homebuyer;
3) the home shall be built within a specified period of time;
4) the home shall meet the Minimum Infill Architectural and Space Requirements;
5) the sales price of the home shall not exceed the maximum sales price set by the County for affordable housing;
6) the developer shall require that the qualified household purchasing the eligible home execute and record simultaneously with the deed of conveyance the County's Affordable Housing Restrictive Covenant;
7) that the developer shall forfeit all rights to the property if the restrictions are not complied with.

If the developer is unable to complete the home within the prescribed timeline he/she may submit a "Request for Extension" application to GSA. GSA reviews the request and makes a determination as to whether the request meets criteria established to grant extensions. If the request is denied, the developer shall forfeit all rights to the property, including any construction of any infrastructure or any improvements in, on, to, or under the land, without recourse to recover any costs of said construction. If the property has been conveyed, the developer shall be required to convey the property back to the County. Failure to convey the property back will result in legal action against the developer. Denials of extension requests may be appealed to the County Manager.

Monitoring Construction:

GSA is responsible for closely monitoring the progress of the home by setting milestones for the various phases of development, conducting regular inspections of the site and assisting developers with resolving problems they encounter with the various regulatory agencies.

QUALIFYING ELIGIBLE HOUSEHOLDS:

Every dwelling unit created as a result of the Infill Housing Program must be sold to a qualified household to be used as his or her own primary residence. A household is deemed qualified once the following requirements have been met:

- **Homeownership Counseling:**

  The eligible household must complete a homeownership training course through a participating counseling agency that provides financial management, credit counseling and other related technical services to participating families for the purpose of financing a single-family home and has received a certificate verifying that he/she has successfully completed the course.

- **First Time Homebuyer Requirements:**

  The eligible household must be a first-time homebuyer. A first-time homebuyer is an individual who meets any one of the following criteria:

  1) An individual who has had no ownership interest in a principal residence during the 3-year period ending on the date of purchase of the property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers);
  2) A single parent who has only owned a home with a former spouse while married;
  3) An individual who is a displaced homemaker and has only owned with a spouse;
  4) An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations;

- **Income Verification:**

  The eligible household must have obtained a loan commitment from HCD or other Miami-Dade County lending partner, stating the average median income of the household and their family size. The income level of the household shall be based

on the income limits published annually by the United States Department of Housing and Urban Development, adjusted by family size.

Certification of Qualified Households:

DHCD or other designated agency of the County will issue certificates of qualification to households that have completed the required homeownership training course and have been determined to meet the income limits of a low or moderate income household. Households that have received a certificate of qualification from other County or non-County agencies that have been authorized by DHCD to qualify households are also eligible to purchase a dwelling unit through the Program.

AFFORDABILITY CONTROLS:

Sales Price of Affordable Home

The maximum sales prices for an affordable dwelling unit shall be published annually by HCD or other designated agency of the County. Said price cannot exceed an amount affordable at the maximum income range set at 140% of median income, taking into account (a) family size; (b) an annual fixed interest rate based on a thirty (30) year mortgage term; (c) payment of up to five percent (5%) down payment by a qualified household; and (d) an estimation of annual property taxes, assessments, loan insurance and financing fees, allowances for property maintenance and repairs, homeowners insurances, homeowner association fees, if any, and allowances for utilities. The initial sales price of all dwelling units constructed through the Infill Housing Program shall not exceed the maximum affordable housing sales price existing at the time of sale.

Declaration of Restrictive Covenant:

Simultaneously with the recording of the deed on the initial sale of the home, the initial homebuyer is required to sign and record a declaration of restrictive covenant running with the land, approved in form by the Director of GSA, the County Attorney's Office, and the Property Appraiser, and sufficient for recording in the public records of Miami-Dade County, Florida, encumbering the individual property specifying the restrictions on the property and shall include the following:

1) That the Declaration of Restrictive Covenants shall bind the buyer, mortgagor, and all other parties that receive title to or an interest in the property for a minimum of twenty (20) years.

2) The home shall be resold solely to households who have obtained a certificate of qualification confirming that the household meets the eligibility requirements of a low or moderate income household, as defined in the Miami-Dade County Code.

3) Owners shall occupy the home as their primary residence and shall not lease the property or any portion thereof.

4) Prior to any resale or refinancing of the home, the owner of record shall obtain prior written approval from the Program.

5) The home shall not be resold for more than the maximum resale price as defined herein;

6) The County reserves its right of first refusal to purchase the property prior to or at the end of the Control Period, if it becomes available for purchase and there are no eligible persons to purchase said home;

7) That the Declaration of Restrictive Covenants shall be senior to all other liens or encumbrances on the property including all instruments securing permanent financing, except that tax and assessment liens shall be superior to these covenants. In the event of foreclosure by a first mortgagee, the County may satisfy any outstanding mortgages and take title to the home.

Assessed Value Adjustments:

To ensure that the assessed value of the affordable home takes into account the aforementioned restrictions, GSA shall submit a copy of the recorded covenant to the Property Appraiser's Office immediately after closing. Upon receiving said covenant, the Property Appraiser's Office makes a notation in the records available to the public that the home is subject to affordable housing restrictions and will adjust the value accordingly.

Resale of Home:

Any eligible homebuyer that intends to sell his or her dwelling unit prior to the expiration of the control period shall provide written notification to GSA or other designated agency of the County. The home can only be resold to a qualified household. The resale price of said home shall not exceed the maximum resale price which is calculated by multiplying the current area median income by the resale price multiplier stated in the affordable housing restrictive covenant. Costs for certain property improvements may also be added to the sales price, at the discretion of GSA. Any such improvements must be permanent and substantial in nature and not for decorative or maintenance purposes. Before closing a sale, the seller of the dwelling unit shall submit to GSA for approval,

1) A copy of the proposed sales contract;
2) A signed copy of the buyer's certificate of qualification;
3) An affidavit signed by the seller and the buyer attesting to the accuracy of all documents and conditions of the sale.

No resale of a dwelling unit shall be considered to be in compliance with the Code until all required documents and affidavits have been submitted to and approved by GSA. GSA shall either approve or disapprove all required documents and affidavits in writing within ten (10) business days of receiving all required documents. Applicants that are denied shall be provided reasons for such disapproval in writing and an opportunity to correct any deficiencies.

Notwithstanding the provisions set forth herein, any dwelling unit that is owned for an entire control period by the same individual(s) is automatically released from the Declaration of Restrictive Covenants.

PRIVATE PROPERTY

The County may encourage private property owners to rehabilitate or redevelop their properties as infill housing through the forgiveness of liens and other incentives offered through the Program. There is an application process through GSA to review the lots and determine whether they fall within the target areas. Other factors, including, but not limited to, availability of second mortgage funds for the homebuyer and market conditions may be taken into consideration when determining whether to accept private lots into the Program. In order to be accepted into the Program, the private property owner shall enter into a developer agreement with the County that specifies the following requirements:

1) that the property shall be developed with an eligible home(s);
2) that the home(s) shall be sold to an eligible homebuyer;
3) that the home shall be built within a specified period of time;
4) that the home shall meet the Minimum Infill Architectural and Space Requirements;
5) that the sales price of the home shall not exceed the maximum sales price set by the County for affordable housing;.
6) that the developer shall require that the qualified household purchasing the eligible home execute and record simultaneously with the deed of conveyance the County's Affordable Housing Restrictive Covenant;

Once all of the aforementioned requirements have been complied with, the developer shall qualify to have eligible County liens of record released. GSA will coordinate the releases of said liens with the issuing agency.

Failure to comply with these requirements will result in the removal of the property from the Program and forfeiture of any rights to have County liens released.

RENTAL OF HOUSING UNITS

The County in its sole discretion may allow developers to rent eligible homes on a temporary basis if the developer can demonstrate to the County's satisfaction that they have made a good faith effort to sell the eligible home. The term "good faith effort" shall include but is not limited to marketing of the eligible home by listing the home on the multiple listing service for a minimum of three months, placing a "For Sale" sign on the property, and reducing the original asking price by a minimum of 5%. In the event the developer is able to demonstrate that it has used good faith efforts to sell the eligible home and the County permits the rental of said home, the County shall require the developer to rent the eligible home to families who are eligible participants in one of the County's or other local municipality's rental housing assistance programs, including but not limited to, the Section 8 Housing Choice Voucher (HCV) Program administered by the MDPHA or the Household Exiting Emergency Shelter, Transitional Housing and Domestic Violence programs administered by the Homeless Trust The County shall determine prior to authorizing a developer to rent an eligible home whether the rental of said home is consistent with all applicable state and federal laws and regulations.

Upon the County's approval to rent any eligible home, each developer shall be required to comply with all applicable federal and state housing laws and regulations. Developers shall also be required to rent the eligible homes for a minimum of one year and will not

be permitted to sell said eligible home during the first year it is rented, unless it is sold to the existing tenant.

Failure to obtain such approval will be considered a violation and appropriate enforcement action will be taken.

This rental exception will sunset two years from the effective date of Ordinance No. 10-25.

PROGRAM FEE SCHEDULE:

A schedule of fees shall be established to offset Program operating costs. The fees shall be as follows:

Closing Processing Fee:	$1,000 for each conveyed lot (includes recording fees)
Private Lot Application:	$100 (will be returned if lot is rejected)
Temporary Rental Application:	$100
Release of Lien request:	$150 (includes recording costs)

ENFORCEMENT ACTIONS:

In the event it is determined that any owner, developer or buyer participating in the Infill Housing Program has violated any of the restrictions in the deed or covenant, staff shall notify the County Attorney's Office and request that they initiate civil action against the party. Staff shall provide an annual report of such violations to the Board of County Commissioners.

REPORTING PROVISIONS

The County Manager will annually submit a status report on the Program to the Board of County Commissioners. Said report shall include, but not be limited to, the number of lots, both County and private, that have been made available through the Program; the number of homes that have been completed and sold to eligible homebuyers; the amount of liens that have been released on private lots; and any pending legal actions.

This Implementing Order is hereby submitted to the Board of County Commissioners of Miami-Dade County, Florida.

County Manager

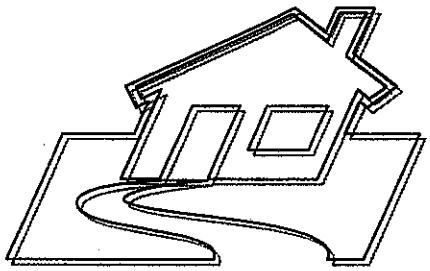
Approved by the County Attorney as
to form and legal sufficiency

ATTACHMENT B

MIAMI-DADE COUNTY

Delivering Excellence Every Day

INFILL HOUSING PROGRAM GUIDELINES



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I. PURPOSE

1. The purpose of the Infill Housing Initiative is to increase the availability of affordable homes for low and moderate income persons; maintain a stock of affordable housing; redevelop urban neighborhoods by eliminating the blight of vacant, dilapidated or abandoned properties; equitably distribute homeownership opportunities within the Infill Target Areas; and generate payment of ad valorem taxes. The Infill Housing Initiative provides incentives to encourage developers to build affordable housing within the Infill Target Areas. These incentives include free land for qualified developers, forgiveness of County liens and citations on private lots, deferral and/or refund of impact fees and funding assistance in the form of second mortgages for qualified buyers. Although the Infill Housing Initiative is primarily designed to create affordable homeownership of single family homes, the County under limited circumstances may at its sole discretion permit developers to rent these homes to qualified low or moderate income families for up to two (2) years.

2. The Infill Housing Initiative is for new construction and substantial rehabilitation/improvement of single family homes, (as applicable). The County will at its sole discretion, determine applicability of properties to the Infill Program.

3. The procedures established to carry out the goals of the Infill Housing Initiative are referred to as the Infill Housing Program and as of November 1, 2011, are administered by the Public Housing and Community Development (PHCD).

II. DEFINITIONS

Affordable: Where the mortgage payment, including taxes and insurance, does not exceed 30 percent of the amount which represents the percentage of the median annual gross income for low and moderate income households. However, it is not the intent to limit an individual household's ability to devote more than 30 percent of its income for housing, and housing for which a household devotes more than 30 percent of its income shall be deemed affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30 percent benchmark.

Certificate of Qualification: A certificate issued by the Public Housing and Community Development (PHCD) or any other County or non-County agency that has been authorized by PHCD to qualify households. Certificates of Qualification shall be valid for 12 months.

Compliance Certificate: A certificate issued by PHCD stating that the proposed conveyance; sale or transfer of the Property to the selected

purchaser is in compliance with the rights, restrictions, covenants and agreements contained in the Affordable Housing Restrictive Covenant running with the land.

Control Period: The 20-year period during which the eligible home shall remain affordable. The control period begins on the initial sale date of the eligible home and resets automatically every 20 years for a maximum of 60 years, except that in the event the home is owned by the same owner for an entire 20-year period, said home shall be released from the affordability restrictions.

County Property: Property that is owned by Miami-Dade County which is made available to qualified developers for the development of affordable housing.

Dwelling Unit: A unit, whether detached or attached to another such unit, that houses a single family and that can be sold in fee simple ownership.

Eligible Housing or Eligible Home: Any dwelling unit that is: (i) located on an infill parcel; (ii) constructed in accordance with these guidelines and other applicable requirements; and (iii) used as the primary residence of a qualified household.

Eligible Person or Eligible Household: One or more natural persons or a family that has not owned or had an interest in a home during the previous three years and that has been determined by the County to meet the eligibility requirement of a low income or moderate income household according to the income limits adjusted to family size published annually by the United States Department of Housing and Urban Development based upon the annual gross income of the household. The terms Eligible Person or Eligible Household shall also include one or more natural persons or a family who participates in one of the County's and other municipalities' affordable rental programs, including but not limited to the Section 8 Housing Choice Voucher or the Miami-Dade Homeless Trust Continuum of Care's Household Exiting Emergency Shelter, Transitional Housing and Domestic Violence programs and who has been determined by the County to meet the eligibility requirements of a low or moderate income household according to the income limits adjusted to family size published annually by the United States Department of Housing and Urban Development based upon the annual gross income of the household.

Impact Fees: Fees for Road, Fire and Emergency Services, Parks, and Police that are paid as pre-development costs to help fund the additional expenses required for services for new development.

Infill Parcel: A parcel of land that is located within the Infill Target Areas and is suitable for residential development of four (4) dwelling units or less.

Infill Target Areas: The areas of the County designated as the Urban Infill Target Area (UIA), as defined in Section 33G-3(26) of the Code, and the Targeted Urban Areas (TUA), as defined in Section 30A-129(2) of the Code. In addition, Infill Target Areas shall include those portions of Neighborhood Revitalization Strategy Areas not otherwise covered under the UIA and TUA and any geographic locations in Miami-Dade County which are designated by the Federal Government as empowerment zones shall be included in the definition of TUA at the time of such designation.

Liens: Encumbrances placed on property by the County or other municipality for failing to maintain property or pay for services rendered, i.e. lot clearing, trash pick up, demolition of unsafe structure, etc.

Low Income Household: Those households whose total annual adjusted gross income is 80% percent or less than the median annual adjusted gross income for households within the metropolitan statistical area (MSA) or, if not within an MSA, within Miami-Dade County, whichever is greater as defined by US HUD.

Moderate Income Household: Those households whose total annual adjusted gross income is greater than 80% and less than 140% percent of the median annual adjusted gross income for households within the metropolitan statistical area (MSA) or, if not within an MSA, within Miami-Dade County, whichever is greater as defined by US HUD.

Private Property: Property that is not owned by Miami-Dade County.

Qualified Developer: Any person, firm, corporation, partnership, limited liability company, association, joint venture, community based organization, not-for-profit agency, or any entity or combination of entities, excluding any governmental entity, that has been qualified by the County as having the requisite experience and capacity to build affordable housing through the Infill Housing Program. For these purposes, a community-based organization shall have among its purposes the provision of affordable housing to persons who have special needs or have low income, or moderate income within a designated area, which may include a municipality or more than one municipality or the County, and maintains, through a minimum of one-third representation on the organization's governing board, accountability to housing program beneficiaries and residents of the designated area.

Substantial Rehabilitation/Improvement: Any combination of repair, reconstruction, rehabilitation, addition or improvement of a building or structure taking place during a one year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. For each building or structure, the one year period begins on the date of the first improvement or repair, as determined by the County's Building Official. For applicability in the Infill

Housing Program refer to Infill Housing Program Guidelines Section IV Section 7.

Urban Infill Target Area (UIA): The area of Miami-Dade County located east of, and including Northwest and Southwest 77 Avenue (and its theoretical extensions) including the Palmetto Expressway (SR 826), north of and including SW 232 Street.

III. COUNTY SUBSIDY PROGRAMS

1. Homebuyer Assistance

The County offers financial assistance to eligible low and moderate income homebuyers through various County Programs including, but not limited to the following:

A. Public Housing and Community Development (PHCD): PHCD manages a variety of affordable housing programs funded and regulated at the local, state, and federal levels. The purpose of these programs is primarily to provide low and moderate income County residents with affordable, sanitary, safe, and decent housing. For more information, visit PHCD's website at http://www.miamidade.gov/housing.

B. Housing Finance Authority (HFA) provides low-interest rate mortgages and financial assistance to first-time low and moderate income homebuyers. In coordination with its non-profit partner, Miami Dade Affordable Housing Foundation, Inc., the HFA also provides homebuyer education and certification. For more information on programs offered by HFA visit their website at http://www.miamidade.gov/hfa

2. Developer Assistance/Incentives

A. **Building Permit Expedite Process:** Homes being developed in the Unincorporated Municipal Service Area (UMSA) through the County's Infill Housing Program qualify for the Regulatory and Economic Resources Department expedited permit process. PHCD provides developers a letter indicating that the lot is being developed through the Infill Housing Program. That letter shall be presented by the developer to the Regulatory and Economic Resources Department when applying for a building permit in order to qualify for the expedite process.

B. Release of Liens: See Section XIII

C. Refund of Impact Fees: See Section XIV

IV. MINIMUM ARCHITECTURAL AND SPACE REQUIRMENTS

1. Submittal

A. Any units constructed through the Infill Housing Program shall comply with the space requirements and standards contained in this section.

B. Construction shall be restricted to code-approved site-built homes; no modular, manufactured, or prefabricated homes designs will be approved. Building design shall provide for safe, secure, healthful, and attractive living facility and environmentally suited to the social, economic, and recreational needs of resident families and individuals. It shall provide for ease of circulation and housekeeping; visual and auditory privacy; comply with all building code requirements including light, ventilation, fire and accident protection; and use of space; and sanitation facilities.

2. Applicable State, Federal and Local Requirements and Codes

A. Infill Housing Program standards are not intended to serve as a building codes. Such codes are primarily concerned with health, safety and welfare. Where the Florida Building Code, local, state or federal regulations require lower standards, the Infill Housing standards as specified herein shall apply.

B. Infill Housing Program Guidelines shall not be construed as relieving the developer and/or its consultants, contractors and/or any other vendors of their responsibility for compliance with all applicable State, Federal and Local requirements and codes.

C. PHCD does not assume responsibility for determining compliance of applicable State, Federal and Local requirements and codes or interpretations regarding their application in any specific instance. The developer shall be responsible for obtaining all applicable building permits and inspections leading to obtaining a certificate of occupancy and final inspections from the proper building and zoning departments. These approvals will be a prerequisite to close on any home built through the Infill Housing Program.

3. Site Requirements

A. Landscaping shall include solid sod at all non-paved areas and shrubs and trees as required by the local building departments.

B. The Site plan shall indicate all required parking in conformance with the applicable zoning code. Driveway approaches and parking pads are to be asphalted. Concrete driveways and parking pads are encouraged.

C. Single-family homes with enclosed carports or garages are encouraged.

D. Landscaping, including tree removals and replacements, shall conform to all applicable codes.

E. Developer shall provide the necessary site development improvements including street signs, sidewalks, curb cuts and all required utilities services to the unit(s) including water and sanitary sewer.

F. Developer shall be required to provide landfill and grading as necessary to meet all applicable requirements on floor elevations and drainage.

G. All utility companies and agencies requirements (i.e., electrical, gas, water and sewer, Public Works and Waste Management, PERA, telephone, fire departments, post office, etc.) shall be met.

H. All main entrance doors shall have concrete stoops of 4' x 4' minimum dimensions or to extend a minimum of 6" beyond width of door on each side. Secondary exterior doors shall also have concrete stoops of 3' x 3' minimum dimension or to extend a minimum of 6" beyond width of door on each side.

4. Minimum Net Space Requirements

A. Living / Sleeping Space Requirements by Unit Size (Square Feet)

	1-BR UNIT	2-BR UNIT	3-BR UNIT	4-BR UNIT	*MINIMUM DIMENSIONS
Living Room	160	160	170	180	11'-6"
Dining Room	100	100	110	120	8'-6"
Kitchen	60	70	80	90	7'-0"
Living/Dining	210	210	230	250	12'-0"
Kitchen/Dining	120	130	140	160	10'-0"

Bedroom #1 (Master)	125	125	125	125	10'-0"
Bedroom #2	--	100	100	100	10-0"
Bedroom #3	--	--	100	100	10'-0"
Bedroom #4	--	--	--	100	10-0"

* Does not apply to multifamily new construction.

B. Bedroom Closet Dimensions (feet)

Bedroom Closets	Minimum Dimensions
Bedroom #1 (Master)	2'-0" x 6'-0"
Bedroom #2 thru #4	2'-0" x 4'-0"

C. Linen Storage shall be provided as follows:

1) Minimum shelf area: 10 sq. ft. for 1 and 2 bedroom units;
2) 15 sq. ft. for three or more bedroom units.
3) Spacing of movable shelving: not less than 12 in. other closets.
4) Location as close as possible to bathrooms.

D. General Storage

1) Usable general storage space shall be provided for the storage of items and equipment essential to the use of the occupants. Laundry connections may be placed in this space. This storage shall be in addition to required bedroom and linen closets and kitchen storage. The minimum total square footage of general storage for each living unit shall conform to either column 1 or column 2 of the following chart.

2) General Storage Requirements (Square Feet)

	Column 1 (1)	Column 2 (2)
1 BR Unit	17	34
2 BR Unit	17	34
3 BR Unit	22	50
4 BR Unit	22	50

Note: Column (1) This storage shall be located entirely within living unit.
Column (2) At least one half of this storage shall be located within the living unit.

3) Attic space, if provided, may only count as 20% of this storage requirement. Appropriate access panel is to be provided. Boards or plywood panels shall be nailed to roof trusses all around the opening inside the attic space to minimum width of 2'-6", to facilitate the storage surface to the owner. Minimum height available around opening inside attic space shall be 4'-0".

E. Bathrooms

1) Units having one or two bedrooms shall be furnished with a bathtub.
2) Units having 3, 4, or more bedrooms should have at least two full baths, with a minimum of one bathroom containing a bathtub.
3) Split level units with the bedrooms on the upper level will require a half bath on the lower level, in addition to other bathroom requirements. If a bedroom is on the ground floor, a full bathroom is required.
4) Bathrooms shall be provided with the following accessories:
5) Securely mounted soap dish and towel bar with holders at tub and shower.
6) Shower curtain rod at tub. Enclosure at shower.
7) Soap dish at lavatory (soap dishes may be integral with the fixture).
8) Toothbrush holder at lavatory.
9) Toilet paper holder accessible from water closet.
10) Medicine cabinet with mirror. (Fixed wall mounted mirror in addition is optional).
11) Two towel bars with holders, outside tub and shower. Each half bath shall be provided with above items 3, 4, 5, and 6. Shower stalls shall have a minimum area of at least 3' x 3'. Ceramic or vinyl tile floors shall be provided. Walls around showers or tub-showers shall be a full ceiling height from the tub or bottom of the shower.

Lighting and ventilation to comply with current building code requirements.

F. Kitchen

1) Kitchen Minimum Space Requirements (square feet)

	1 BR UNIT	2 BR UNIT	3 BR UNIT	4 BR UNIT
Wall and Base Cabinets	30	35	40	45
Drawer	5	6	7	8

* Usable storage drawer in cooking range or under sink may be counted in the total spacing needed.

Pantry Closets: Same requirements as linen closet. However, shall have a minimum of six shelves.

2) Kitchen Appliances and Equipment Requirement
   a) Refrigerator with a minimum size of 18 cubic feet.
   b) Range with a minimum width of 30 inches
   c) Stainless steel double sink for each unit.
   d) Re-circulating range hood fan with light in naturally ventilated kitchens.
   e) Exterior vented range hood exhaust fan with light in other kitchens.

G. Other Requirements

1) Smoke Detector - As per the FBC.
2) Exterior door viewer/knocker (Door bell is optional).
3) Water heater drain pans if located on the 2nd floor.
4) Energy conservation measures to comply with state energy code.
5) HVAC - provide energy efficiency rating as per the SFBC.
6) Units shall meet present fire exit code requirements dealing with minimum window dimensions and height.
7) Main pedestrian entrance shall have a minimum 4'-0" roof overhang.
8) Secondary pedestrian entrances shall have a minimum 3'-0" roof overhang.
9) Evidence of building and zoning final inspection and/or C.O.
10) 100% building warranty by developer from date of closing, as per state or county law whichever is more stringent.
11) Roofs for one (1) and two (2) story buildings shall be (a) in compliance with the Florida Building Code (FBC) and (b) conform to the surrounding neighborhood. Class "A" fire rated SFBC covering if required. Aesthetically, variations of exterior elevations will be considered favorably.
12) Provide to buyer at closing copy of Roof Warranty: A manufacturer's Labor and Material 15-year warranty and a minimum 5-year Workmanship Warrantee.

5. Optional Provisions

A. These items if provided will be only considered favorable for the proposed project but are not required.

1) Extended Homebuyer's Warranty Policy.
2) Window in master bathroom.
3) Bathroom vanity cabinet.
4) Window in kitchen.
5) Kitchen cabinet space exceeded by at least 20%.

6. Duplexes, Triplexes and Fourplexes

A. Only side by side design will be approved.

B. Each unit shall be constructed with separate water meters, FPL meters, and sewer connections.

C. Fireproof party walls that go all the way to the roof shall be constructed between each unit in accordance with Florida Building Code.

D. The Developer shall submit recorded condominium documents to homebuyers at the time of executing a sales agreement. Copies of same shall be provided to the Infill Housing Program staff.

E. Condominium documents shall contain a party wall agreement, lot and common area maintenance clauses and the collection of fee clauses for maintenance, reserves and special assessments.

F. The construction plans shall show a minimum of two (2) exterior doors per unit.

G. The developer shall provide a survey with separate legal descriptions for each unit.

7. Substantial Rehabilitation/Improvement Projects

A. All work under this section requires that the finished home will be repaired/renovated to a like new condition and appearance. New components shall be provided as indicated below. All work shall meet all applicable State, Federal and Local requirements and codes. The work shall include:

1) Replacement or repairing of exterior finishes, including painting.
2) Replacement of all doors and windows.
3) Replacement of all roof components for a watertight assembly of roof, including replacing deteriorated, weakened, or rotten truss systems or roof decks, replacement of roof felts, shingles/tile,

roof vents, and chimney flashings, etc. Replacement of rain gutters, fascia, and soffits.

4) Exterior and interior caulking, sealants, insulation and weather proofing.
5) Replacement of existing plumbing lines (water and sewer/septic tank).
6) Replacement of existing electrical wiring to meet code requirements (including the electrical panel, light switches, receptacles, and lighting fixtures).
7) Replacement of bathroom cabinets and fixtures.
8) Replacement of kitchen cabinets and fixtures.
9) Repair or replacement of steps, porches and decks.
10) New energy star appliances including but not limited to, hot water heater, washer and dryer, refrigerator, stove, and dishwasher. Replacement of H/A/C system including vents, and grills,
11) Repair/patch all interior walls, as required including painting.
12) Repair or replacement of damaged, or missing, plaster/drywall, caulking etc. Replacement of Chinese drywall.
13) Replacement or repair sub-flooring as required, replace all finished flooring throughout home with ceramic tile, carpeting, wood or simulated wood, as applicable.
14) Provide new landscaping. Landscaping shall meet all applicable State, Federal and Local requirements and codes as required for new construction. Overgrown trees and vegetation shall be pruned/cut back and trees may not overhang any roof lines.
15) Driveways, exterior walkways, trash receptacle areas and exterior buildings shall be repaired or replaced to like new condition.

The developer shall warrantee all house systems for one year, 5 years on roof (labor) and 10 years on manufacturer's roofing materials. The developer shall provide manufacturer's warrantees to homebuyer at closing for all the appliances and roof.

B. Health and Safety Issues

1) Provide mold and mildew mediation, if required. Provide test results for mold and mildew from certified mold testing company certifying that the property is free from mold and mildew.
2) Provide termite and wood destroying remediation, if required. Provide test results for termite and other wood

destroying organisms from a certified testing company certifying that the property is free from all forms of termite and other wood boring organisms and other infestations.

C. **Exclusions**

1) Substantial Rehabilitation/Improvement projects do not include the construction of new building additions.

V. PROCESS TO DEVELOP COUNTY-OWNED LOTS

1. Selecting Qualified Developers (Developer Pool Developers)
County-owned lots that are offered to the Infill Housing Developer Pool for development, at no cost, other than a closing processing fee (See Section XVIII). The Infill Housing Developer Pool (developer pool) is selected through a Request for Qualifications (RFQ) process. Qualified Developers are selected based on the following criteria:

a) Proposers or Developer's past performance and experience building housing.
b) Proposer's or Developer's past performance on similar housing projects.
c) Proposer's or Developer's financial capacity to build the homes.
d) Proposer's or Developer's approach to meeting time schedules and budgets.
e) Proposers or Developer's marketing skills and ability to reach eligible households.
f) Proposer's or Developer's satisfactory performance on other County awards (current and past), compliance of County policy and procedures, complies with applicable County Deed Restrictions, pays County real estate taxes, code compliance liens and other County fees when due.

2. Awarding County Lots

A. County lots are made available to the pool of qualified developers through a Work Order Proposal Request (WOPR). The WOPR specifies the lots that are being made available as well as the targeted income level of the buyer. Only developers in the developer pool are eligible to respond to the WOPR. Award of the lots will take into account the following criteria:

a) **Architectural Design:** The developer shall provide two sets of plans for each model being proposed consisting of a site plan, floor plan, front, side and rear elevations. All homes shall comply with the Minimum Architectural and Space Requirements found in

Section IV herein and any and all other applicable requirements and codes. The developer should provide variations in design and building facades; however, the design of the home should be compatible with the character of the neighborhood.

b) **Home Price:** In no event shall the home exceed the Program's maximum sales price, which is currently **$175,000** or appraised value, which is lower.

Failure to adhere to the maximum sales price will result in a one-year suspension from the pool for the first incident and removal from the pool after the second incident. Increases may be approved by the Affordable Housing Selection Committee only in **extraordinary** circumstances, i.e. natural disaster or fire which may have caused a delay in the project.

c) **Application to Release County Liens and Citations:** Prior to the County awarding vacant County lots, the Developer may submit an "Application to Release County Liens and Citations" with copies of the liens and citations. Developers are encouraged to hire a title firm to perform a title records search and submit any irregularities to PHCD i.e. judgments or unsatisfied mortgages to assist in clearing those type of issues, prior to executing a County Deed for the awarded lots. If the County is unable to clear title issues; developers should file quiet title suite.

d) **County Deed:** The County will transfer title of the lots to the selected developer via a County Deed with the restriction that the property shall be developed with affordable housing in accordance with the Infill Housing Initiative Guidelines. Failure to do so will result in the recapture of the lots and any and all improvements made thereto, without any rights for developer of monetary compensation.

Prior to the County awarding vacant County lots, the Developer shall execute a Quit Claim Deed for all awarded lots to be held in escrow as part of the County reverter in the event the developer fails to perform in accordance to the County Deed that originally conveyed the lots to the developer.

VI. PROCESS FOR NOT- FOR-PROFIT DEVELOPERS WHO REQUEST COUNTY LOTS UNDER FLORIDA STATE STATUTE 125.379.

1. Not-For-Profit developers may request County Infill Lots under Florida State Statute 125.379 during certain times during the year as determined and set by PHCD, at no cost, however there is a closing processing fee (See Section XVIII). The not-for-profit developer will be required to submit

documentation as required. Qualified Developers are selected based on the following criteria: *(See Section V, 1.)*

2. Awarding County Lots

County lots that are made available to the qualified developers through County Resolution and approval of the Board of County Commissioners. The requested lots may have targeted income level of the buyer. Award of the lots will take into account the following criteria:

A. Architectural Design: *(See Section V, 2 and 2A).*

B. Home Price: *(See Section V, 2B).*

C. Application to Release County Liens and Citations: *(See Section V, 2C).*

D. County Deed: *(See Section V, 2D).*

VII. PROCESS TO DEVELOP PRIVATELY-OWNED LOTS

1. Applying to the Program

a) The County may accept private property to owners to develop their properties as infill housing through the release of County liens that predate the private property owner's date of ownership. Private property owners who wish to develop their properties through the Infill Housing Program may do so by filing an "Application for Private Lots" with the Infill Housing Program. Staff will verify that the property is located within the Infill Target Areas boundaries and that it is properly zoned.

2. Architectural Plans Review

a) The developer shall submit a copy of the site plan, floor plan, and front, side and rear elevation plans of the home along with the "Application for Private Lots". PHCD will review them for general compliance with the Minimum Architectural and Space Requirements.

All awarded lots are subject to all Infill Housing Program Guidelines.

VIII. EXTENSION REQUESTS

1. All homes constructed through PHCD are monitored by PHCD Infill Housing Unit. Extension may be granted by PHCD, under the following circumstances:

1) Requested on proper form, 45 days prior to the expiration period, with complete information, and requested attachments.
2) Regulations change after the developer enters the Program
3) A variance of zoning or Regulatory and Economic Resources Department regulations is required
4) Platting is required
5) Complications with water/sewer /septic tank connections

PHCD Infill Housing Unit is available to assist developers with any problems they may encounter during the construction process. Should the developer encounter problems that may result in a delay in the project, it is essential that they immediately notify PHCD and request an extension, if necessary.

IX. BUILDING PERMIT EXPEDITE PROCESS

1. Building permit applications for homes being built in the Unincorporated Municipal Service Area (UMSA) through the Infill Housing Program qualify for the Regulatory and Economic Resources Department Building Department's expedite process. PHCD provides developers a letter indicating that the lot is being developed through the Infill Housing Program. That letter shall be presented to the Regulatory and Economic Resources Department Building Department when applying for a building permit in order to qualify for theexpedite (government) permit plan process.

X. QUALIFYING ELIGIBLE HOUSEHOLD/HOMEBUYER

1. Every dwelling unit created as a result of the Infill Housing Program shall be sold to a qualified household to be used as his or her own primary residence. A household is deemed qualified once the following requirements have been met:

A. Homeownership Counseling

The eligible household shall complete a homeownership training course through a participating counseling agency that provides financial management, credit counseling and other related technical services to participating families for the purpose of financing a single-family home and has received a certificate verifying that he/she has successfully completed the course. A list of participating counseling agencies can be found on the County's website at: http://www.miamidade.gov/housing/homebuy-counsel.asp

B. First Time Homebuyer Requirements

The eligible household shall be a first-time homebuyer. A first-time homebuyer is an individual who meets any one of the following criteria:

1) An individual who has had no ownership interest in a principal residence during the 3-year period ending on the date of purchase of the property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers); or
2) A displaced spouse from a court documented divorce; or
3) An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations.
4) Ownership in a "Timeshare Property" is not considered home ownership.

C. Income Verification

1) Developer shall submit a mortgage commitment letter qualifying the family as a low or moderate income affordable home buyer from PHCD or other non–County lending agency; authorized by the County to qualify households. For a list of participating lending agencies visit the County's website at: http://www.miamidade.gov/housing/bank_partnership.asp.

2) Once documentation has been provided to the Infill Housing Program confirming that all of the aforementioned requirements have been met, the Infill Housing Unit will issue a Certificate of Qualification which states that the buyer meets all of the eligibility requirements of the Infill Housing Program. Certificates of Qualification may also be issued by other non-County agencies that have been authorized by PHCD to qualify buyers. Said certificate shall state that the buyer(s) meets all three requirements.

XI. SALES PRICE OF AFFORDABLE HOME

1. The Infill Housing Program sets a maximum sales price for homes built through the Program. Said maximum sales price **may or may not** be the same as the maximum sales price set by County funding programs such as Surtax or SHIP. In the event said maximum sales prices shall differ, the overriding maximum sales price shall be the maximum sales price allowed by the Infill Housing Program, **which is currently $175,000 for County lots and $205,000 for Private lots or appraised value which ever is lower.** Participating developers will be notified of any price adjustments.

XII. CLOSING PROCESS

1. Prior to closing on an eligible home, the developer shall provide copies of following documentation to the Infill Housing Program:

   A. Certificate of Qualification for the Homebuyer

   B. HUD Closing Statement

   C. Recorded "Affordable Housing Restrictive Covenant" executed by buyer.

   D. Recorded copy of Warranty Deed transferring title from the developer to the buyer. **Said deed shall contain the following language:**

   Since this home was developed through Miami-Dade County's Infill Housing Initiative, governed by Article VII of the Miami-Dade County Code, this home must remain affordable during the "Control Period." The Control Period commences with the date of this deed and resets automatically every 20 years for a maximum of 60 years. In the event Grantee wishes to sell or refinance the home during the Control Period, Grantee shall obtain prior written approval from the County. Any such sale, transfer or conveyance, shall only be to a "qualified household," as defined in Section 17-122(n) of the Miami-Dade County Code. However, should Grantee own this home for twenty consecutive years, Grantee shall automatically be released from this restriction.

2. The Infill Housing Program will issue a Compliance Certificate stating that the sale meets the requirements of the Program. Said Certificate shall be recorded in the public records along with the deed and restrictive covenant.

XIII. RELEASE OF COUNTY LIENS

1. County conveyed and privately-owned lots that are accepted into the Program qualify to have County liens and citations released if they existed on the Property prior to the developer's ownership. County liens and citations will be released once the home has been built, sold to a qualified household and, an Affordable Housing Restrictive Covenant has been recorded on the property and all appropriate documentation has been received.

2. To request the release an "Application to Release Liens and Citations" shall be filled out and submitted to the Infill Housing Program along with the required documentation. The Infill Housing Program will prepare and execute a "Special Release of Lien Relative to the Infill Housing Initiative" and record it once all of the required documentation is received by the PHCD. Failure to receive all of the required

documentation within 2 weeks of closing may delay the recording of the Special Release of Lien.

XIV. REIMBURSEMENT OF IMPACT FEES

1. Refund of Impact fees

Pursuant to Chapter 33 of the Code of Miami-Dade County, new homes that are sold to a low-income household **(80% or less of area median income)** qualify to have County impact fees for road, fire and emergency services, parks and police services refunded. This includes homes that have been built through the Infill Housing Program and have been sold to a low income household. To request a refund of these fees, the developer shall fill out an "Impact Fee Refund Application" and submit it to PHCD. Once PHCD has verified that all of the Program requirements have been met, the application will be forwarded to the Regulatory and Economic Resources Department Division of Planning and Zoning Impact Fee Section for processing.

XV. RESALE PROCESS

1. Notice of Sale or Refinance

A. When the owner or any successor in title to the owner shall desire to refinance, sell, dispose of or otherwise convey the property, or any portion thereof, the owner shall notify the County in writing of the owner's intent to sell the Property. Said notification is referred to as the "Notice of Sale." Said notice shall be sent to the PHCD's Infill Housing Program, 701 NW 1 Court, 16th Floor, Miami FL, 33136. The County shall determine the Maximum Resale Price which the owner may receive for the sale of the property as calculated below.

B. The County shall have 60-days from receiving the Notice of Sale from the Owner to enter into a Purchase and Sale Agreement at or below the Maximum Resale Price or provide the owner with written notification of County's intent to waive its right of first refusal.

C. Should the County not exercise its right of first refusal, the County shall assist the owner in identifying an eligible purchaser ready, willing and able to purchase the property at or below the Maximum Resale Price. The owner shall fully cooperate with the County's efforts in assisting an owner to identify an eligible purchaser.

2. Maximum Resale Price Multiplier Formula

A. To calculate the resale price multiplier, you divide the original home's purchase price by the current HUD Area Median Income for the Metropolitan Areas in Florida. (Contact PHCD to obtain the current median income.)

B. **Example:**

Original Purchase Price in 2006	$175,000.00
2006 HUD Area Median Income for Metropolitan Area	$55,600.00
Resale Price Multiplier (175,000/55,600)	3.147

3. Maximum Resale Price Formula:

A. To calculate the maximum resale price of a home you need to determine what the HUD Area Median Income is when the contract is executed and multiply it by the established resale multiplier (3.147), and then add any approved costs for capital improvements. The following example calculates the resale price of the home used in the resale price multiplier example above in the year 2008.

B. **Example:**

2008 HUD Area Median Income for Metropolitan Area	$60,000.00
Multiplied by the Resale Price Multiplier	3.147
Net Resale Price in 2008	$188,849.00
Costs for Capital Improvements	$10,000.00
Maximum Resale Price	**$198,849.00**

4. Capital Improvements:

A. Costs for capital improvements that are eligible for consideration are defined as documented commercially reasonable costs of structural improvements made to the property by the owner which increase the total square footage of the home.

5. Closing Process

1. Prior to closing on an eligible home, the Current Owner (Seller) shall provide a copy of following documents to the County:
   A. Certificate of Qualification for the Homebuyer

   B. HUD 1Closing Statement

   C. Copy of Warranty Deed transferring title from developer to the eligible buyer. **Said deed shall contain the following language:**

Since this home was developed through Miami-Dade County's Infill Housing Initiative, governed by Article VII of the Miami-Dade County Code, this home must remain affordable during the "Control Period." The Control Period commences with the date of this deed and resets automatically every 20 years for a maximum of 60 years. In the event

Grantee wishes to sell or refinance the home during the Control Period, Grantee shall obtain prior written approval from the County. Any such sale, transfer or conveyance, shall only be to a "qualified household," as defined in Section 17-122(n) of the Miami-Dade County Code. However, should Grantee own this home for twenty consecutive years, Grantee shall automatically be released from this restriction.

D. The County will issue a Compliance Certificate stating that the proposed conveyance, sale or transfer of the property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in the "Affordable Housing Restrictive Covenant for Homebuyers". Said certificate shall be recorded along with the deed for all subsequent sales.

XVI. TEMPORARY RENTAL EXCEPTION

1. The County in its sole discretion may allow developers to rent eligible homes on a temporary basis if the developer can demonstrate to the County's satisfaction that they have made a good faith effort to sell the eligible home. The term "good faith effort" shall include but is not limited to marketing of the eligible home by listing the home on the multiple listing services for a minimum of three months, placing a "For Sale" sign on the property, and reducing the original asking price by a minimum of 5%. In the event the developer is able to demonstrate that it has used good faith efforts to sell the eligible home and the County permits the rental of said home, the County shall require the developer to rent the eligible home to families who are eligible participants in one of the County's or other local municipality's rental housing assistance programs, including but not limited to; the Section 8 Housing Choice Voucher (HCV) Program administered by the PHCD or the Household Exiting Emergency Shelter, Transitional Housing and Domestic Violence programs administered by the Homeless Trust.

2. Upon the County's approval to rent any eligible home, each developer shall be required to comply with all applicable State, Federal, and local codes. Developers shall also be required to rent the eligible homes for a minimum of one year and will not be permitted to sell said eligible home during the first year it is rented, unless it is sold to the existing tenant renting the home.

3. Failure to obtain such approval will be considered a violation and appropriate enforcement action will be taken. This rental exception will sunset on April 5, 2014.

XVII. ENFORCEMENT

1. Pursuant to Article VII Section 17-128 of the Code of Miami-Dade County which governs the Infill Housing Initiative, violations by all

agents, successors and assignees of a qualified household of this article shall be punishable by a civil fine not to exceed ten thousand dollars ($10,000.00) and shall be punishable by a criminal fine not to exceed five hundred dollars ($500.00) or by imprisonment in the county jail for a period not to exceed sixty (60) days, or by both such fine and imprisonment, in the discretion of the county court. Any continuing violations may be enjoined and restrained by injunctive order of the circuit court in appropriate proceedings instituted for such purpose.

XVIII. PROGRAM FEES

PROGRAM FEE SCHEDULE: (Effective 4/16/2010)

Closing Processing Fee:	$1,000 for each County lot (conveyed after April 16, 2010)
Private Lot Application:	$100
Temporary Rental Application:	$100
Private Lot Release of Lien request:	$150 (includes recording costs)

Only certified check or money order made payable to "Board of County Commissioners" can be accepted.

XIX. INFILL HOUSING PROGRAM CONTACT INFORMATION

Public Housing and Community Development
Infill Housing Program
701 NW 1st Court, 16th Floor
Miami, FL 33136
Main Number: (786) 469-4226
Fax Number: (786) 469-4199
www.miamidade.gov/housing

SUPPLEMENTAL GENERAL CONDITION
LIVING WAGE

Proposers are advised that the provisions of Section 2-8.9 of the Code of Miami-Dade County (also known as the Living Wage Ordinance) will apply to any contract(s) awarded pursuant to this solicitation. By submitting a proposal pursuant to these specifications, a bidder is hereby agreeing to comply with the provisions of Section 2-8.9, and to acknowledge awareness of the penalties for non-compliance. A copy of this Code Section may be obtained from the department issuing the specifications for this solicitation.

This Supplemental General Condition is organized with the following sections:

1. Definitions
2. Minimum Wages and Posting of Information
3. Liability for Unpaid Wages; Liquidated Damages; Withholding
4. Payrolls, Records and Reporting
5. Subcontracts
6. Complaints and Hearings; Contract Termination and Debarment

1. DEFINITIONS

A. "Administrative hearing officer" means a qualified arbitrator appointed by the County Manager to resolve disputes arising from the enforcement of the Living Wage Ordinance.

B. "Applicable department" means the County department(s) using the service contract.

C. "Complaint" means any written charge/allegation presented to the Compliance Officer alleging a practice prohibited by the Ordinance.

D. "Compliance officer" means the County Manager or his/her designee to review compliance with the Living Wage Ordinance and this Administrative Order.

E. "Contract" means an agreement for services covered by the Living Wage Ordinance involving the County or Public Health Trust, or approved by the County, the Procurement Director or his/her designee, or the Public Health Trust.

F. "Contracting officer" means the Department of Procurement Management and Public Health Trust staff or any other County personnel responsible for issuing County service contracts.

G. "County" means the government of Miami-Dade County or the Public Health Trust.

H. "Covered employee" means anyone employed by any service contractor, as further defined in County Code Section 2-8.9, either full or part time, as an employee with or without benefits that is providing covered services pursuant to the service contractor's contract with the County.

I. Covered employer means any and all service contractors and subcontractors of service contractors providing covered services. Service contractor is any individual, business entity, corporation (whether for profit or not-for-profit), partnership, limited liability company, joint venture, or similar business that is conducting business in Miami-Dade County or any immediately adjoining county and meets the following criteria:

(1) the service contractor is paid in whole or in part from the County's general fund, capital projects funds, special revenue funds, or any other funds either directly or indirectly, for contracted covered service whether by competitive bid process, informal bids, requests for proposals, some form of solicitation, negotiation, or agreement, or any other decision to enter into a contract; and

(2) the service contractor and any subcontractor is engaged in the business to provide covered services either directly or indirectly for the benefit of the County; or

(3) the service contractor is a General Aeronautical Service (GASP) Permittee or otherwise provides any of the Covered Services defined herein at any Miami Dade County Aviation Department facility including Miami International Airport pursuant to a permit, lease agreement or otherwise.

J. Covered services are services purchased by the County that are subject to the requirements of the Living Wage Ordinance which are one of the following:

(1) County Service Contracts - Contracts awarded by the County that involve a total contract value of over $100,000 per year for the following services:

(i) food preparation and/or distribution;
(ii) security services;

(iii) routine maintenance services such as custodial, cleaning, refuse removal, repair, refinishing and recycling;
(iv) clerical or other non-supervisory office work, whether temporary or permanent;
(v) transportation and parking services including airport and seaport services;
(vi) printing and reproduction services; and,
(vii) landscaping, lawn and/or agricultural services.

(2) Services Provided To Miami-Dade County Aviation Facilities: Any service that is provided by a GASP Permittee to a Miami-Dade County Aviation Department Facility or any other service Contractor that provides any of the following services to a Miami-Dade County Aviation Department facility is a covered service without reference to any contract value.

(i) Ramp Service: Guiding aircraft in and out of Airport; aircraft loading and unloading positions, designated by the Aviation Department; placing in position and operating passenger, baggage and cargo loading and unloading devices, as required for the safe and efficient loading and unloading of passengers, baggage and cargo to and from aircraft; performing such loading and unloading; providing aircraft utility services, such as air start and cabin air; fueling; catering; towing aircraft; cleaning of aircraft; delivering cargo, baggage and mail to and from aircraft to and from locations at any Miami-Dade County Aviation Department facility; and providing such other ramp services approved in writing by the Aviation Department;

(ii) Porter Assistance Services: Handling and transportation through the use of porters, or other means, of baggage and other articles of the passengers of contracting air carriers or aircraft operators, upon request of the passenger, in public access areas of the Airport Terminal Complex. The Living Wage shall not apply to employees performing tip-related porter assistance services, including curbside check-in;

(iii) Passenger Services: Preparing such clearance documents for the baggage and cargo of aircraft passengers, as may be required by all governmental agencies; furnishing linguists for the assistance of foreign-speaking passengers; passenger information assistance; arranging in-flight meals for departing aircraft with persons or companies authorized by the Department to provide such meals; and providing assistance to handicapped passengers;

(iv) Dispatching and Communications Services: Providing ground to aircraft radio communication service; issuing flight clearances; sending and receiving standard arrival, departure and flight plan messages with appropriate distribution of received messages; providing standby radio flight watch for aircraft in flight; and calculation of fuel loads and take-off and landing weights for aircraft;

(v) Meteorological Navigation Services: Providing information based on the analysis and interpretation of weather charts; planning aircraft flights in accordance with the latest accepted techniques; providing appropriate prognostic weather charts; and generally providing information appropriate for enroute aerial navigation;

(vi) Ticket Counter and Operations Space Service: The operation of ticket counter and airlines' operations space; ticket checking, sales and processing; weighing of baggage; operation of an information, general traffic operations and communications office for air carriers and aircraft operators with whom the Service Contractor has contracted to supply such services;

(vii) Janitorial Services;

(viii) Delayed Baggage Services;

(ix) Security Services unless provided by federal government or pursuant to a federal government contract; and,

(x) Any other type of service that a GASP permittee is authorized to perform at any Miami-Dade County Aviation Department Facility will be considered a covered service, regardless of whether the service is performed by a GASP permittee or other service contractor.

K. "Debar" means to exclude a service contractor, its individual officers, its principal shareholders, its qualifying agent or its affiliated businesses from County contracting and subcontracting for a specific period of time, not to exceed five (5) years, pursuant to section 10-38 of the Code of Miami-Dade County.

L. "Living wage" means the minimum hourly pay rate with or without health benefits as further described in Section 2-8.9 of the Code of Miami-Dade County and as indexed from year to year.

M. "Living Wage Commission" means a fifteen person advisory board established by the County Commission for the purpose of reviewing the effectiveness of the Living Wage Ordinance, reviewing certifications submitted by covered employers, reviewing quarterly reports on complaints filed by employees and making recommendations to the County Mayor and Commission.

N. "Project Manager" means the person assigned under a contract, usually a department director of the using agency or his/her designee, who has primary responsibility to manage the contract and enforce contract requirements.

2. MINIMUM WAGES AND POSTING OF INFORMATION

A. All covered employees providing covered services shall be paid a living wage of no less than $13.82 per hour or $12.06 per hour with qualifying health benefits, as described in this section and in the Living Wage Ordinance. When the covered employer seeks to comply with the Living Wage Ordinance by choosing to pay the wage rate applicable, when also paying qualifying health benefits, such health benefits shall consist of at least $1.76 per hour towards the provision of health care benefits for employees and their dependents. Proof of the provision of such benefits must be submitted to the applicable department to qualify for the wage rate for employees with health benefits.

B. Pursuant to Section C of County Code Section 2-8.9, the Living Wage rate must be annually indexed based on the Consumer Price Index (CPI) calculated by the U.S. Department of Commerce as applied to the County of Miami-Dade.

C. Covered employees shall be paid by company or cashier's check, not less than bi-weekly, and without subsequent deduction or rebate on any account. The covered employer shall pay wage rates in accordance with federal and all other applicable laws such as overtime and similar wage laws.

D. Covered employers must post in a visible place on the site where such contract work is being performed, a notice specifying the (1) wages/benefits to be paid; (2) the amount of liquidated damages for any failure to pay such specified combined overall hourly wage rate and benefits; and (3) the name and address of the responsible official in Miami-Dade County to whom written complaints should be sent. Posting requirements will not be required where the employer prints the following statements on the front of the covered employee's paycheck and every six months thereafter: "You are required by Miami-Dade County law to be paid at least [insert applicable rate under this Chapter] dollars an hour. If you are not paid this hourly rate, contact your supervisor or a lawyer." All

notices will be printed in English, Spanish and Creole. Any complaints of underpayment must be filed in writing with the Director of the Department of Business Development, 175 Northwest First Avenue, 28th Floor, Miami, FL 33128, (305) 349-5960.

E. Covered employers must refrain from terminating or otherwise retaliating against an employee performing work on the contract even though a complaint of practices has been filed by the employee or other investigative or enforcement action is being taken regarding such service contractor.

3. LIABILITY FOR UNPAID WAGES; PENALTIES; WITHHOLDING

A. In the event of any underpayment of required wage rates, the contractor may be liable to the underpaid employee for the amount of such underpayment within thirty (30) days of the findings of violation. Covered employers found to be in violation of the requirements of Section 2-8.9 may also be required to pay liquidated damages of up to $500 to the County for each employee of the covered employer who performs any portion of the contract work for each week, or portion thereof, that is paid less than the specified applicable living wage rate. Request for appeals of violations must be filed in writing with the compliance officer within ten (10) days of receipt of the violation.

B. Any wages not collected by underpaid employees shall be remitted, by the employer responsible for paying the wage debt, to the Small Business Department (SBD) for depository into the SBD Trust Fund. Proceeds from the "Trust Fund" shall be held for one (1) year and if not claimed by the underpaid employee, shall be transferred to the State of Florida.

C. The County may withhold from a service contractor any moneys payable on account of work performed under the contract, such sums as may be determined to be necessary to satisfy any liabilities for unpaid wages and penalties as provided herein. In order to preserve the rights of the affected workers under Section 2-8.9, the project manager may withhold or cause to be withheld from the service contractor under this agreement so much of the accrued payments or advances as may be considered necessary to pay employees of the covered employer the full amount of wages required by the contract. In the event of failure to pay any covered employee, employed or working on the project, all or part of the wages required by the contract, the project manager may, after written notice to the service contractor, take such action as may be necessary to cause the suspension of any further payment, until such violations have ceased. The withheld monies shall be remitted to the covered employee only in accordance with the provisions of Section 6, "Complaints and Hearings; Contract Termination and Debarment".

D. In addition to the payment of penalties and backwages, repeat offenders may be debarred from doing business with the County for a period of up to five years and/or have their contracts terminated.

4. PAYROLL; RECORDS; REPORTING

A. Each covered employer shall maintain payrolls for all covered employees and records relating thereto and shall preserve them for a period of three (3) years. The records shall contain: the name and address of each covered employee, the job title and classification, the number of hours worked each day, the gross wages earned and deductions made; annual wages paid; a copy of the social security returns and evidence of payment thereof; if applicable, a record of health benefit payments including contributions to approved plans; and any other data or information the Living Wage Commission or compliance officer should require from time to time.

B. The service contractor shall provide a certificate to the applicable department, with every invoice or requisition for payment, that includes the name, address, and phone number of the covered employer, a local contact person, and the specific project for which the service contract is sought; the amount of the contract and the applicable department the contract will serve; a brief description of the project or service provided; a statement of the wage levels for all employees; and a commitment to pay all employees a living wage as set forth in the contract specifications; and the name and social security number of every employee that provided service for that requisition for payment.

C. The covered employer shall submit the information required hereunder every six (6) months, to the applicable department a complete payroll showing the employer's payroll records for each covered employee working on the contract for covered services for one payroll period.

D. The covered employer shall file with the applicable department, every six months, reports of employment activities to be made publicly available, including: race and gender of employees fired and terminated; zip codes of employees hired and terminated; and wage rates of employees hired and terminated.

E. The covered employer shall make the records required to be kept hereunder available for inspection, copying or transcription by an authorized representative of the County, and shall permit such representative to interview employees during working hours on the job. Failure to submit the required reports upon request or to make records available may be grounds for debarment. The service contractor is responsible for the submission of the information required hereunder and

for the maintenance of records and provision of access to same by all subcontractors.

5. SUBCONTRACTS

The service contractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 6 of this provision and also a clause requiring the subcontractors to include these clauses in any subcontracts. The service contractor shall be responsible for compliance by any subcontractor with the clauses set forth in paragraphs 1 through 6 of this provision.

6. PROCEDURES FOR APPEAL THROUGH ADMINISTRATIVE HEARING OFFICER PROCESS; CONTRACT TERMINATION AND DEBARMENT

A. Appeals of findings of violation and imposition of penalties by the compliance officer shall be heard by an administrative hearing officer. Upon the receipt of a written appeal, the compliance officer shall notify the County Manager in writing and the County Manager shall appoint an administrative hearing officer and set a time for an administrative hearing. Failure to appeal within the specified time shall be considered a waiver of the appeal process provided for in Section 3.A and an admission of the complaint/violation.

B. Notification of hearing date shall be served by the compliance officer upon the covered employer against whom the complaint is made within ten (10) working days of the appointment of the administrative hearing officer. Such notice shall be by certified mail, return receipt requested. Such notice shall include:

(1) A copy of the written complaint, including reasons and causes for the proposed administrative hearing outlining alleged prohibited practices upon which it is based;

(2) The penalties assessed;

(3) That an administrative hearing shall be conducted before an administrative hearing officer on a date and time not to exceed thirty (30) business days after service of the notice. The notice shall also advise the covered employer that they may be represented by an attorney, may present documentary evidence and verbal testimony, and may cross-examine or rebut evidence and testimony presented against them; and,

(4) A description of the effect of the issuance of the notice of the proposed administrative hearing and the potential effect(s) of this administrative hearing.

C. The compliance officer or his/her designee shall, with the assistance of the project manager, present evidence and arguments to the administrative hearing officer.

D. No later than seven (7) days prior to the scheduled hearing date, the covered employer must furnish the compliance officer a list of the defenses the covered employer intends to present at the administrative hearing. If the covered employer fails to submit such list, in writing, at least seven (7) days prior to the administrative hearing, or fails to seek an extension of time within which to do so, the covered employer shall be deemed to have waived the opportunity to be heard at the administrative hearing. The administrative hearing officer shall have the right to grant or deny an extension of time, and the decision may only be reviewed upon an abuse of discretion.

E. Hearsay evidence shall be admissible at the administrative hearing, but shall not form the sole basis for finding a violation of Section 2-8.9. The administrative hearing shall be transcribed, taped or otherwise recorded by a court reporter, at the election of the administrative hearing officer and at the expense of the County. Copies of the hearing tape or transcript shall be furnished at the expense and request of the requesting party. The cost of such transcription may be assessed, by the hearing officer, against a service contractor that has been found to violate Section 2-8.9.

F. In addition to the payment of penalties and back wages, the County Mayor may debar, for a period not to exceed five (5) years, a service contractor or subcontractor and the principal owners and/or qualifying agents thereof found to have violated the requirements of Section 2-8.9 a second time. If the County Mayor determines a covered employer failed to comply with these provisions a third time, the non-complying covered employer's service contract with the County may be terminated.

G. The County Mayor may order the withheld amount equal to any underpayment remitted to the employee. In addition, the County Manager may order payment of a penalty to the County. If the required payment is not made within a reasonable period of time, the County Mayor may order debarment as described above.

A breach of the clauses contained in this Supplemental General Condition shall be deemed a breach of this contract and may be grounds for termination of the contract, and for debarment, and any other remedies available to the County.

Attachment #D -

MAINTENANCE PERFORMANCE AND PAYMENT BOND

(CASH)

Attachment #D -

MAINTENANCE PERFORMANCE AND PAYMENT BOND (CASH)

KNOW ALL MEN BY THESE PRESENTS, that hereinafter called the Contractor, is held and firmly bound unto Miami-Dade County, a political subdivision of the State of Florida, in the penal sum of ($_____), which sum is deposited by the Contractor in cash with the Finance Director of Dade County for:

(1) The faithful performance of a certain written agreement dated _____, 20 ___, given by the Contractor to Miami-Dade County for the performance of _____ a copy of which agreement **(containing provisions for a Maintenance Performance Bond)** is attached and by this reference made a part hereof, and

(2) To pay promptly all persons supplying the Contractor labor, material and supplies, used directly or indirectly by the Contractor, or Subcontractor, in the prosecution of the work provided for in said agreement. The provisions of Florida Statutes 255.05 are incorporated herein **(see Article 12, General Specifications "Contract Security").**

The areas and nature of the work covered by the Maintenance Performance and Payment Bond shall be as described in detail in the Special Provisions of these Contract Documents.

Attachment #D -

NOW THEREFORE, the conditions of the obligation are such that, if the Contractor shall in all respects comply with the maintenance terms and conditions of said Contract Document, for the period of time therein specified, including any extension or adjustments thereto mutually agreed upon, and shall in every respect fulfill his obligations thereunder, this obligation shall be void and the sum deposited shall be returned without interest to the Contractor by the Finance Director; otherwise, the same shall remain in full force and virtue. The Contractor agrees that said County shall have the right to perform maintenance work, or pursuant to public advertisement and receipt and acceptance of bids, cause the said maintenance work to be performed in case the Contractor should fail or refuse so to do in accordance with the maintenance terms of said Contract, and in the event that said County should exercise and give effect to such rights, the Contractor shall be liable hereunder to pay to and indemnify the County upon completion of such maintenance the final cost to the County thereof, including, but not limited to, engineering, legal and contingent costs and expenses together with any damages, either direct or consequential, which the County may sustain on account of the failure of the Contractor to carry out and execute all the maintenance provisions of said Contract.

In the event suit is instituted against the Contractor upon this bond in which the Plaintiff shall be successful, there shall be assessed therein against the Contractor herein, in favor of the Plaintiff therein, reasonable counsel fees which the Contractor hereby expressly agrees to pay as part of the cost and expense of such suit.

IN WITNESS WHEREOF the Contractor has executed under seal and delivered to Miami-Dade County these presents this ___ day of _____, 20 __.

Attachment #D -

WHEN THE CONTRACTOR IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

_____ _____(SEAL)
(Witness) (Signature of Individual)

_____
(Witness) (Printed Name of Individual)

WHEN THE CONTRACTOR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME:

Signed, sealed and delivered in the presence of:

_____
(Witness) (Name of Firm)

_____ _____(SEAL)
(Witness) (Signature of Individual)

WHEN THE CONTRACTOR IS A PARTNERSHIP:

Signed, sealed and delivered in the presence of:

_____
(Witness) (Name of Firm) A Partnership

_____ By
(Witness) (Partner)

WHEN THE CONTRACTOR IS A CORPORATION:

ATTEST:

_____

(Correct Name of Corporation)

_____ Secretary _____ By:

_____ President
(Corporate Seal)

Attachment #D -

WHEN THE CONTRACTOR IS A JOINT VENTURE:

ATTEST:

_____

_____ Secretary _____

(Correct Name of Corporation)

By:

_____ President
as Joint Ventures (Contractor)
(Corporate Seal)

WHEN THE CONTRACTOR IS JOINT VENTURE:

ATTEST:

_____

(Correct Name of Corporation)

_____ Secretary _____ By:

_____ President
as Joint Ventures (Contractor)
(Corporate Seal)

Attachment #E

MAINTENANCE PERFORMANCE AND PAYMENT BOND

(SURETY)

Revised 12/07/99

Attachment #E

MAINTENANCE PERFORMANCE AND PAYMENT BOND

(SURETY)

KNOW ALL MEN BY THESE PRESENTS, that _____ as principal, and _____ a corporation organized under the Laws of the State of _____, with its home office in the City of _____ as Surety, are held and firmly bound unto Miami-Dade County, Florida, acting by and through the **BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA,** and their successors in office, in the sum of ($_____) lawful money of the United States of America, for which payment well and truly to be made, the Principal and Surety respectively bind themselves, their successors, heirs and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this ___ day of _____, 20__.

WHEREAS the Principal and Dade County have entered into a written Contract for the performance of _____ as evidenced by Contract, Plans and Specifications made a part thereof, entered into between the Principal and Miami-Dade County on the ___ day of _____, 20 __, including the posting of a Maintenance Performance and Payment Bond.

To pay promptly all persons supplying the Contractor labor, materials and supplies, used directly or indirectly by the Contractor, or Subcontractor, in the prosecution of the work provided for in said agreement. The provisions of Florida Statutes 255.05 are incorporated herein **(See Article 12, General Specifications "Contract Security").**

The areas and nature of the work covered by the Maintenance Performance and Payment Bond shall be as described in detail in the Special Provisions of these Contract Documents.

NOW THEREFORE, the conditions of the obligation are such, that if the Principal shall in all respects comply with the maintenance terms and conditions of these Contract Documents, for the period of time therein specified, and shall in every respect fulfill his obligations thereunder, this obligation shall be void; otherwise, the same shall remain in full force and virtue. The Principal and the Surety jointly and severally agree that said County shall have the right to perform maintenance work, or pursuant to public advertisement and receipt and acceptance of bids, cause the said maintenance work to be performed in case the Principal should fail or refuse so to do in accordance with the maintenance terms of said Contract, and in the event that said County should exercise and give effect to such rights the Principal and the Surety shall be jointly and severally liable hereunder to pay to, and indemnify the County upon completion of such maintenance, the final total cost to the County thereof, including, but not limited to, engineering, legal an contingent costs and expenses, together with any damages, either direct or consequential, which the County may sustain on account of the failure of the Principal to carry out and execute all the maintenance provisions of said Contract.

In the event suit is instituted against the Principal and Surety upon this bond in which the Plaintiff shall be successful, there shall be assessed therein against the Principal and Surety herein, in favor of the Plaintiff, therein, reasonable Counsel fees which the Principal and Surety hereby expressly agree to pay as part of the cost and expense of such suit.

IN WITNESS WHEREOF the said Principal and said Surety hereto have caused these presents to be executed this ___ day of _____, 20 __.

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

_____ _____(SEAL)
(Witness) (Signature of Individual)

_____
(Witness) (Printed Name of Individual)

WHEN THE PRINCIPAL IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME:

Signed, sealed and delivered in the presence of:

_____
(Witness) (Name of Firm)

_____ _____(SEAL)
(Witness) (Signature of Individual)

WHEN THE PRINCIPAL IS A PARTNERSHIP:

Signed, sealed and delivered in the presence of:

_____
(Witness) (Name of Firm) A Partnership

_____ By:
(Witness) (Partner)

Attachment #E

WHEN THE PRINCIPAL IS A CORPORATION

ATTEST:

_____

(Correct Name of Corporation)

_____ Secretary _____By:

_____ President
(Corporate Seal)

(Name of Surety)

_____
Countersigned
Florida Resident Agent

(Address of Surety)

_____ By:
(Address of Agent)

_____
Telephone Number

NOTE: If both principal and surety are corporations, the respective corporate seals should be affixed and attached.

Attachment #E

WHEN THE PRINCIPAL IS A JOINT VENTURE:

ATTEST:

_____

(Correct Name of Corporation)

_____ Secretary _____By:

_____ President
as Joint Ventures (Principal)
(Corporate Seal)

ATTEST:

_____

_____ Secretary _____By:

_____ President
as Joint Ventures (Principal)
(Corporate Seal)

(Name of Surety)

_____
Countersigned
Florida Resident Agent

(Address of Surety)

_____ By:
(Address of Agent)

_____
Telephone Number

NOTE: If both principal and surety are corporations, the respective corporate seals should be affixed and attached:

Attachment #E

(Correct Name of Corporation - Joint Venture)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the secretary of the corporation named as principal in the within bond; that _____, who signed the said bond on behalf of the principal, was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing body.

(Corporate Seal)

(Correct Name of Corporation - Joint Venture)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the secretary of the corporation named as principal in the within bond; that

_____, who signed the said bond on behalf of the

principal, was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing body.

(Corporate Seal)

Attachment #E

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the secretary of the corporation named as principal in the within bond; that

_____ who signed the said bond on behalf of the

principal, was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing body.

By:_____ Secretary
(Corporate Seal)

STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared:

to me well known, who being by me first duly sworn upon oath says that he is the attorney-in-fact for the

_____ and that he has been authorized by

_____ to execute the foregoing bond on behalf of the Contractor named therein in favor of Miami-Dade County, Florida.

Subscribed and sworn to before me this ___ day of _____, A.D. 20

Notary Public, State of Florida at Large

My Commission Expires