



# AFFORDABLE HOUSING

District 7 County Commissioner

Xavier L. Suarez

2018

The “Florida Influencers”, a group of 50 individuals selected by the Miami Herald, recently had a Florida Priorities Summit to discuss the most important issues facing South Florida. While the topics of Education, Transportation, Guns, Environment, and Health Care are all key issues in our community, it seems that they may have left out one of the most important issues: Housing.

This section will present multiple Items: an assortment of articles, papers, and legislation highlighting not just the overly-apparent problem of housing in our County, but also possible solutions.

Item 1 – a recent article written by Jerry Iannelli highlighting the five major reasons, supported by data, on why the housing situation in Miami-Dade County deserves serious and immediate attention.

Item 2 – “New push to get developers to pay for affordable housing” by John Dorshner.

Item 3 – “Commissioner Suarez Celebrates the Grand Opening of Gibson Plaza in the West Grove”

Item 4 – “Affordable housing comes to West Grove” by Andrea Robinson.

Item 5 – A recent article by Andres Viglucci about a potential, large development project in the historical Bahamian West Grove. It touches upon the issues of gentrification of the neighborhood and the likely obstacles the developer faces.

Item 6 – a memorandum I wrote dated July 30, 2015 on Workforce Housing.

Item 7 – Suarez Housing Plan Proposal

Item 8 – Miami-Dade County Resolution No. R-432-16, which Commissioner Daniella Levine Cava and I Co-Sponsored. Its purpose was the establishment of County Policy that **10 percent of projected increases in General Fund Revenues be allocated each year up to \$10 million** for the purpose of depositing additional funding in the Affordable Housing Trust Fund.

Item 9 – Miami-Dade County Resolution No. R-138-16, sponsored by Commissioner Barbara Jordan, which directs the county “to deposit a minimum of 25 percent from the sales of county-owned properties into the Miami-Dade Affordable Housing Trust Fund”.

Item 10 – “Affordable Housing Trust Fund only nets \$387,000 from county” by Carolyn Guniss

Item 11 – an update on the Affordable Housing Trust Fund.



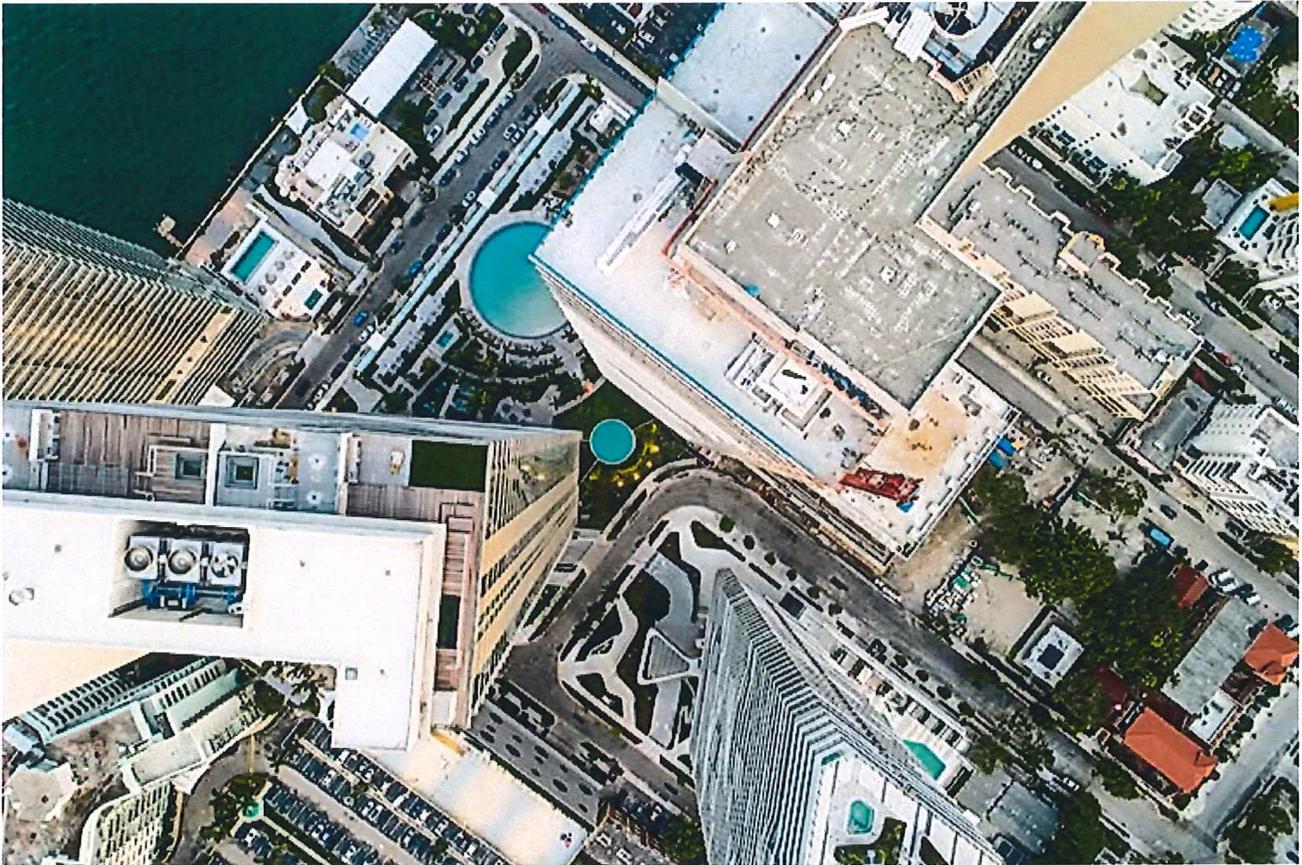
Jerry Iannelli's [article](#), "Five Reasons Miami Needed Stronger Affordable-Housing Laws", published on November 25<sup>th</sup>, 2018 in the *Miami New Times*, highlights the five major reasons, supported by data, why the housing situation in Miami-Dade County deserves serious and immediate attention.

Miami residents spend a higher percent of their income on rent than do residents of any other city in the country (27 percent). This problem is exacerbated by the fact that studies have shown that Miami is last in the country in terms of median earned income (\$45,738). It is no surprise, therefore, that Miami is consistently rated the worst city in America in which to rent an apartment.

Previous efforts to make housing more affordable across Miami-Dade County have generally failed, with developers opting to add to the already overburdened market for luxury apartments and condos. Localized efforts in the City of Miami and new Transit-Oriented Developments along US-1 have required new developments to include a portion of units dedicated to affordable or workforce housing. But county-wide initiatives have not succeeded.

Renters often turn to renting with roommates to offset the extreme cost of rent in Miami. However, while that works in other cities across the country, it doesn't really work here. "Even those who share a two-bedroom apartment end up spending about 32 percent of their income to put a roof overhead" (See Iannelli Article), while in San Francisco and New York, the same arrangement requires less than 30 percent of their income.

While this housing affordability crisis deepens across the county, thousands of luxury-grade condos and apartments remain empty and on the market. According to Peter Zalewski, a local real-estate analyst, it would take Downtown Miami 6.5 years to sell all of its *current*, empty luxury condos. This does not even include the current construction or planned development projects.



Miami doesn't need more multimillion-dollar condos.

Photo by [felixmizioznikov](#) / iStock.com

# Five Reasons Miami Needs Stronger Affordable-Housing Laws

**JERRY IANNELLI** | NOVEMBER 25, 2018 | 9:00AM

The City of Miami last week tentatively approved rules that would force real-estate developers in a sliver of downtown to carve out portions of any new buildings for affordable or workforce-specific apartments and condos. That's a big deal. Housing-rights activists have been fighting for stricter affordable-housing laws in Miami for years – a similar, countywide plan in 2016 was killed after scores of developers spoke out against it.

But Miami Commissioner Ken Russell has (for now, at least) persuaded his colleagues to force developers in the small, downtown region zoned T6-24B (near the Adrienne Arsht Center, club district, and Overtown) to designate some units in every new building as either workforce housing (for people making up to 140 percent of the area's median income) or affordable housing for low-income tenants. In exchange, developers get to build larger projects than previously allowed. The project will likely pave the way for similar rules citywide. Here's a primer on the data that suggests Miami needs more regulations like this one:

- 1. Miamians pay the highest share of their incomes toward rent:**

Miamians adore *Moonlight*, the Barry Jenkins-directed paean to growing up poor, black, and gay in the Liberty City projects, because it truly gets Miami. Take a scene near the end, when the main character, Chiron, drives his long-lost love interest, Kevin, down Biscayne Boulevard and Kevin mentions he doesn't have a car. Chiron is aghast – life without a car in Miami must be hell, he opines.

It's clear to any Miamian why he can't afford a ride, though: Kevin works at a diner, has a kid, and pays rent. Of course money is tight.

New data from the U.S. Census Bureau back that feeling. The recently released figures show that Miamians spend a larger percentage of their income on rent than residents of any other U.S. city. That list includes famously expensive cities such as New York, Seattle, Los Angeles, and San Francisco.

On Saturday, the Census Bureau and U.S. Department of Housing and Urban Development released their regular American Housing Survey, which tracked housing affordability trends in the nation's 25 largest metropolitan areas. According to that data, Miamians spend 27 percent of their income on rent, a percentage that tops every other major metro in the United States.

Only Los Angeles, Riverside-San Bernardino (California), northern New Jersey, and New York City came close: Residents in New York and L.A. spent 25 percent of their income on rent, and northern New Jersey and Riverside residents spent a median of 26 percent.

The data show that Miami, more than any city in the nation, is suffering from a one-two punch: Rents keep on rising, but jobs that pay living wages have remained scarce.

For example: It costs more to live in San Francisco than it does Miami. But San Franciscans are, on average, less rent-burdened than Miamians. They're spending only 24 percent of their income on rent despite living in an objectively more expensive city.

## **2. Miami is regularly rated the worst city in America to rent an apartment:**

Affordability is the most pressing political issue in Miami. City and county officials continue approving luxury-rental complexes in the Magic City despite a leviathan of data telling them to stop because they're actively contributing to a housing crisis.

Now, yet another study confirms every 99-percenters experience with Miami's apartment-rental market: It sucks eggs. Today, Forbes released its comprehensive rankings on which cities are the best for renters – and Miami came in dead last.

According to Forbes (and roughly a million smaller studies that have been released elsewhere in recent years), rent is rising while vacancies have become extremely scarce – which means renters who want to move are trapped, looking at a handful of apartments they increasingly can't afford.

Making the crisis worse, Forbes found that Miami's median income (\$45,738, according to the magazine) was the lowest of any city surveyed. In fact, no other major metro area on Forbes' 46-city list had a median income below \$50,000.

Thus, Forbes has ceremoniously named Miami the "Worst City for Renters in 2017." Even the magazine seemed incredulous – Forbes even mentioned in its headline that Miami surprisingly topped Manhattan and San Francisco in terms of rental accessibility. But such is the state in which Miami finds itself.

### **3. Voluntary affordable-housing incentives failed to persuade developers to build:**

A *Miami Herald* series earlier this year showed that Miami Beach's luxury hotels – built for real-estate magnates, international billionaires, pro athletes, and reality stars – are staffed by low-earning housekeepers who can't afford rent on the Beach and are forced to spend hours riding buses every day. The state minimum wage, capped at \$8.15 per hour, has not kept up with the city's luxury-level rents, and living a humane distance from work is virtually impossible.

In 2011, Miami Beach passed a comprehensive plan that set targets to build housing for the poor by 2020. The city was supposed to build a whopping 16,000 affordable-housing units on the barrier island in nine years. But given how expensive land in Miami Beach has become and that the deadline is now less than three years away, it's clear the city won't meet that goal. In the six years since passing the plan, the city has not come close to hitting its benchmarks. Rents have instead ballooned.

So in response, the city will vote today on whether to kick the can down the road another ten years and aim to build fewer units in that timeframe: only 6,800 by 2030. City documents don't say how many of the originally targeted 16,000 apartments have been built. But in exchange for taking an extra ten years to complete a watered-down version of its affordable-housing plan, the city wants to pass extra zoning incentives to try to entice developers to build apartment complexes for low- and middle-income people.

"Due to limitations in floor area and the high cost of land, the city feels that the 6,800 number can be achieved with the proposed modifications to the Comprehensive Plan and Land Development Regulations," reads the proposed ordinance, sponsored by Commissioner John Elizabeth Alemán.

But given how those same incentives have worked in other cities, lower- and middle-class Beach residents likely won't feel much optimism. The *Miami Herald* noted in March that the Florida Legislature has squandered \$1.3 billion in state housing funds on small, unrelated purchases since the Great Recession, a figure that ought to give everyone who pays rent in Miami a migraine.

#### **4. Even renters with roommates struggle in Miami:**

There are lots of reasons to tread carefully when finding a roommate in Miami. If you're not in a relationship, your choices basically boil down to a high-school friend you will grow to hate, a coworker you already see way too much of, some predatory old dude essentially looking for a live-in college-age prostitute, or an uptight neat freak who will flip out if you don't use a coaster on her very expensive West Elm coffee table. Worst case, you end up with a creepy rando from Craigslist who actually tries to murder you.

After all of that trauma, it turns out that roommate still won't even make your rent affordable. New data from real-estate site Trulia show Miami is the only major American city where renters with roommates still get squeezed.

In each of the other 24 rental markets examined by Trulia, including New York and San Francisco, residents who shack up with roommates can get their rent down to an affordable level of less than 30 percent of their income. Miami is the sole exception: In the 305, even those who share a two-bedroom apartment end up spending about 32 percent of their income to put a roof overhead.

Think you can come out ahead by moving into a three-bedroom with two roommates? Haha, good one! That'll save you only 72 bucks a month, and you'll still be sending 30 percent of your paycheck to your landlord every month.

**5. In the meantime, Miami (as of March) had a ridiculous backlog of million-dollar-plus condos for sale:**

By nearly every metric, Miami-Dade County is one of the most difficult places to live if you don't make a ton of money. The county's median income is a staggeringly low \$44,000, compared to the \$80,000 median income in a comparably expensive city such as Seattle. That means Miamians wind up spending a higher percentage of their incomes on rent than residents of any other city in America.

What have Miami-area officials done to help the working poor? They've encouraged developers to overbuild so many luxury condos for millionaires that it will now take years to sell them all, according to new research from local real-estate analyst Peter Zalewski.

Zalewski's CraneSpotters.com reported at the end of February that it will take 49 months (just over four years) to sell all the luxury condos developers have built across town. As of February 27, there were 2,767 luxury-grade condos up for sale across the county – despite the fact that ultrawealthy buyers bought only 684 of those units (57 per month) in 2017. A luxury condo in this instance costs a minimum of \$1 million. (There were, in total, 14,452 condo units for sale across the county as of a month ago – an oversupply of about 16 months.)

The problem is especially bad in some of Miami-Dade's fanciest zip codes. Earlier this month, Zalewski noted that Miami Beach, Bal Harbour, and Sunny Isles Beach each have a four-year backlog. Downtown Miami has a whopping 6.5-year backlog.

The analyst notes that those numbers will likely seem low in a few years because there are still a gigantic number of condo towers still under construction across Miami-Dade.

"It is worth noting this report only tracks those South Florida condos that are formally listed for sale," Zalewski wrote two days ago. "The report does not factor in the nearly 47,450 new condo units currently in the development pipeline east of Interstate 95 in the tri-county South Florida region."

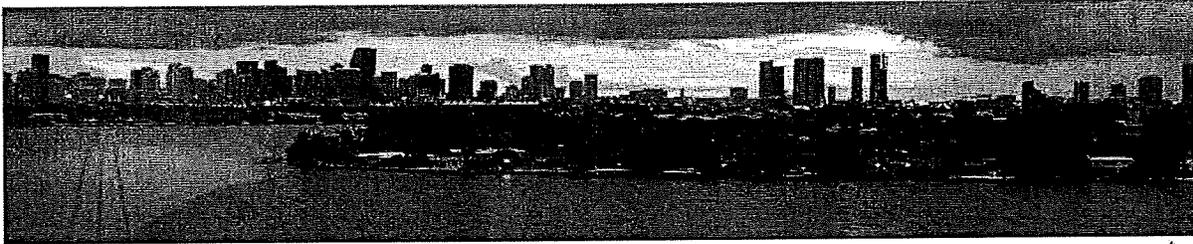
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# Miami Web News

The blog of [miamiwebnews.com](http://miamiwebnews.com)



Monday, August 31, 2015

## New push to get developers to pay for affordable housing

By John Dorschner

Eight years after a similar effort failed, two Dade commissioners are mounting campaigns to require developers to help pay for desperately needed affordable housing.

Xavier Suarez is proposing that large developers -- those building structures of over 100,000 square feet -- pay \$7.50 per square foot into the Affordable Housing Trust Fund. The county would pony up another \$50 million from its general fund.

Barbara Jordan told a commission committee on Thursday that she's still working on her ideas. She wants to meet with developers before finalizing a plan.

Suarez said at the Economic Prosperity Committee that he didn't want to be in competition with Jordan. "If hers is better than mine, I'll take mine off the table."

Truly Burton, executive vice president of the Builders Association of South Florida, said developers "want to be partners with the county" in setting up plans. ... Affordable housing is very important to us. ... There is no one solution to the problem. It will take a series of adjustments all the way around."



Xavier Suarez



Barbara Jordan

Affordable housing is clearly a huge need in Miami-Dade. Federal guidelines suggest that households should pay no more than 30 percent of income for housing. According to the Shimberg Center for Housing Studies at the University of Florida, 495,000 Miami-Dade households were paying more than that for housing in 2013.

Bloomberg News Service has published an analysis that the 30 percent figure may be misleading -- that wealthier households could afford to pay considerably more. But in Dade, more than 250,000 pay more than 50 percent -- a huge expense -- and the Shimberg Center reports that 121,390 poorer Dade renters -- those earning less than 60 percent of average median income -- paid more than 40 percent of their income for housing in 2013, a crushing expense when basics such as food are hard to cut back on.

At the committee meeting, Jordan pointed out that the county

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- ▼ 2015 (14)
  - ▼ August (2)
    - New push to get developers to pay for affordable h...
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  - ▶ July (5)
  - ▶ June (5)
  - ▶ March (1)
  - ▶ January (1)
- ▶ 2014 (5)
- ▶ 2013 (9)

already has dedicated funds for affordable housing -- getting about \$50 million a year through a surtax when commercial properties are sold. On Thursday, the committee unanimously passed her proposal that 30 percent of the surtax funds be set aside for those with very low income and 20 percent be used for extremely low income.

#### **Strong Opposition Killed 2007 Effort**

In 2007, Jordan advocated an ordinance requiring developers to pay into a trust fund. Fierce push-back from the construction community doomed the plan. The Commission set up a fund, but made contributions voluntary. After eight years, it has \$2 million.

In a July 30 letter to Jean Monestine, chairman of the county commission, Suarez wrote that after seeing what's happening in other localities and consulting with "various stakeholders," he believes it "plausible" that Dade developers could be required to contribute to such a fund.

Calling such a relationship between large developments and affordable housing "linkage," he wrote that there about 300 linkage ordinances in the United States. "In Florida, many jurisdictions have them, including Key West ... . The model ordinance is found in Montgomery County, Maryland," where builders of more than 20 units must set aside at least 12.5 percent of them for moderately priced rents.

Leading new urbanists, such as Miami architects Elizabeth Plater-Zyberk and Andres Duany, are strong advocates of the Montgomery model, sometimes called inclusionary zoning. Among many other things, it tends to reduce traffic jams by tending to allow lower-income workers to live closer to their jobs.

For new urbanists and some social activists, expanding the amount of affordable housing is a crucial issue in allowing for the poor to move out of the severely segregated areas, such as Liberty City.

Doug Mayer, who has worked with nonprofit developers of affordable housing in Miami for many years, notes that there are already many impact fees on large developments, to help pay for schools, roads, fire protection and other infrastructure, and it makes sense that affordable housing be added as another fee.

In his letter, Suarez noted that he wasn't calling his "linkage" an impact fee, because to do so might trigger requirements for complex data studies to justify the fees.

Jordan's office did not immediately respond to a request for comment. She told the Miami Times recently that she had looked into linkage, "but the linkage ordinance seems like a double whammy for developers," because they already are paying a surtax.

At the committee meeting, she said there was a "bit of confusion" in the Miami Times story, but didn't offer details on how she plans to get developers to contribute to affordable housing.



Lizz Plater-Zyberk

Posted by John Dorschner at 8:08 AM · No comments:

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### **Commissioner Xavier Suarez Celebrates the Grand Opening of Gibson Plaza in the West Grove**

Miami, FL- Today, Miami Dade County Commissioner Xavier Suarez celebrated the grand opening of the Gibson Plaza in Miami's historic West Coconut Grove neighborhood. Following his \$9 million investment, Commissioner Xavier Suarez is proud to welcome the first infusion in 50 years of elderly affordable housing in a community rich with history.

"This is the first step in making sure that Miami Dade County has homes for all," said Commissioner Suarez. "Miami has made incredible strides in recent years and this project ensures that our seniors benefit from that growth."



Rendering courtesy of Pinnacle Housing Group

A trio of Miami non-profits collaborated with one of the nation's most experienced affordable and market-rate housing developers to bring a mixed-use, mixed-income residential and educational

complex to West Coconut Grove – bringing to life the first residential development to take shape in the neighborhood in more than FIVE decades. Gibson Plaza’s 56 senior housing units are fully leased (50 affordable and 6 market-rate). Its educational facility serves both residents and the community at large. Miami Dade College will provide educational and workforce programs within the facility.

The community is co-developed by Pinnacle Housing Group and the Collaborative Development Corporation in partnership with the Theodore Roosevelt Gibson Memorial Fund, Incorporated and Miami Dade College, through the Mitchell Wolfson Sr. Foundation.

“Without commissioner Suarez this project wouldn’t have happened,” said Michael Wohl, Partner at Pinnacle Housing Group. “We have built 26 developments in Miami Dade County and have never had the proactive involvement and cooperation of any commissioner like we have had with Commissioner Suarez.”

###

# Miami Times

*Tempora Mutantur Et Nos Mutamur In Illis*

MIAMI, FLORIDA, JANUARY 27 - FEBRUARY 2, 2016



City leaders and a development company dedicated a new, affordable housing, senior citizens rental apartment building in West Grove called Gibson Plaza.

## Affordable housing comes to West Grove

*Rents at Gibson Plaza higher than the original estimates*

By **Andrea Robinson**  
[arobinson@miamitimesonline.com](mailto:arobinson@miamitimesonline.com)

The junkanoo band may have seemed out of place amid onlookers who wore sweaters, jackets and shawls to stay warm. But it fit with the occasion in Coconut Grove where several dozens of people came to cheer for new housing in the West Grove.

City leaders, former Commissioner Thelma Gibson and a develop-

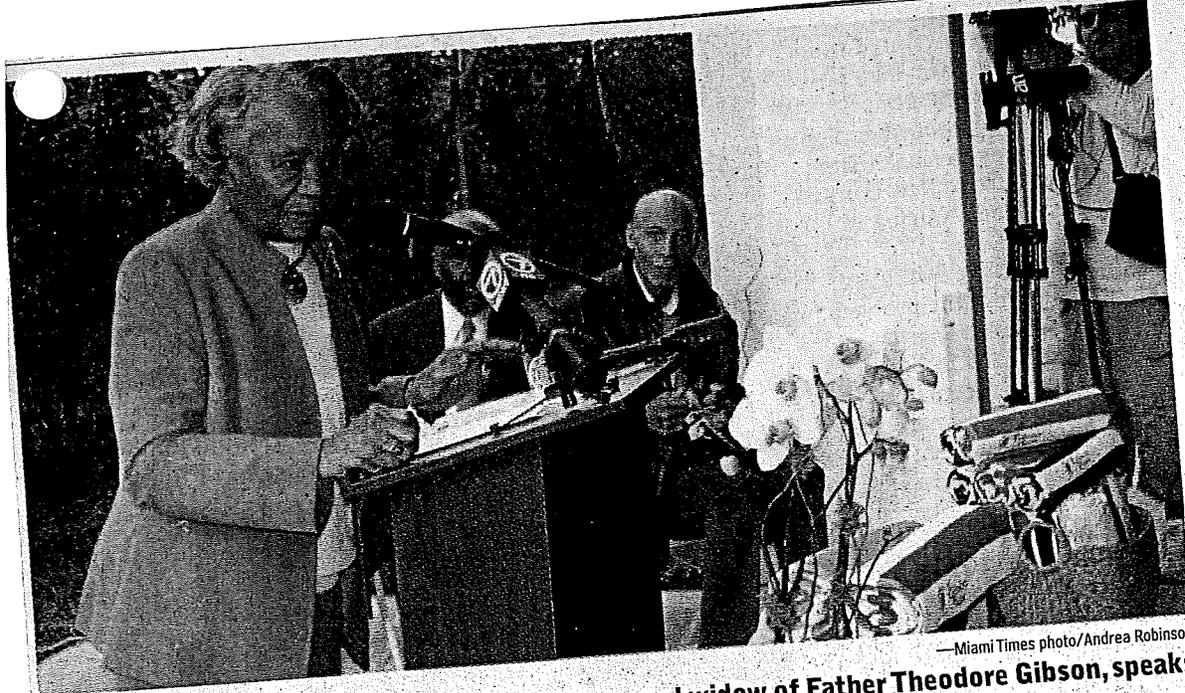
ment company on Jan. 20 dedicated a new, affordable housing, senior citizens rental apartment building in West Grove. The building, called Gibson Plaza, is the first multifamily development to go up in the area in more than 50 years.

Gibson, widow of Father Theodore Gibson, Miami's first Black commissioner, gave thanks that supporters stuck by her in the process to bringing housing to West Grove.



**Thelma Gibson**

"It's been a long journey and I know over the Please turn to **PLAZA 8A**



—Miami Times photo/Andrea Robinson

**Thelma Gibson, a former Miami Commissioner and widow of Father Theodore Gibson, speaks with well wishers about the long process of bringing Gibson Plaza into reality.**

tanked, Rashid said, Collaborative approached Gibson with the idea of building affordable housing with an educational institution in the lower part of the building.

Gerald Tinker, a former Olympic athlete and West Grove native, said he was thrilled with his two-bedroom apartment.

"This is the most complete facility I've ever lived in," Tinker said.

He said he wanted to return earlier, but had problems finding a suitable place. Looking at Gibson, Tinker said, "she said we're going to make something happen."



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## Addressing Gentrification in the West Grove

By: Commissioner Xavier Suarez | July 13, 2018

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**Darlene Jackson, West Grove resident: *I don't want to have my home bought out.***

This comment by Darlene best reflects the community's most urgent concern: "gentrification". By this we refer to the situation where longstanding residents must sell their homes to developers and newcomers as the price of living close to downtown increases beyond their means. The West Grove, an area rich in the vibrant culture and history of its traditionally Caribbean and Bahamian residents, deserves special attention.




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instructors and receive personal counsel for the program's 16-week duration. Even more telling, the programs fostered mentorship and individual growth in areas of socialization, communications, academics, the arts, and self-care.

### 2 – Identifying Parcels for Affordable Housing

Our biggest accomplishment regarding affordable housing has been the Gibson Plaza housing development. Gibson Plaza contains 56 affordable housing units alongside educational services provided by Miami-Dade College through the Mitchell Wolfson Foundation. One of the more notable aspects of this project is the importance of collaboration between the government and local communities.

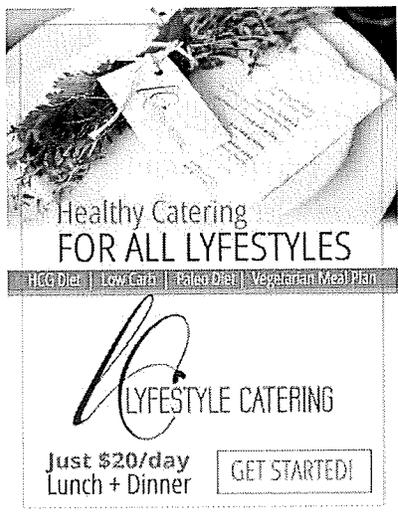
We have worked closely with multiple local churches, including Christ Episcopal and Greater St. Paul, with the goal of providing affordable homes on existing vacant properties for families who are burdened financially. City of Miami Commissioner Ken Russell (District 2) has agreed to champion this project with zoning and funding support.

### 3 – New Urban Development

Grovites United to Survive (GUTS) and New Urban Development, part of the Urban League, have recently signed off to transform the intersection of Grand and Douglas into an affordable housing project with 75 to 100 units. Additionally, this project, which began in the fall of 2017, is designed to bolster the daily lives and social growth of residents. It features a newly constructed outdoor market with new spaces for local businesses. On Saturdays the space at Goombay Plaza is reserved for local food vendors and entertainers to make the area more inviting for residents and visitors alike. It is the product of a collaboration between the

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## **6 – Beautifying the West Grove**

In May of 2016, my staff along with youth from the West Grove community repaired, painted, and re-landscaped 82 concrete planters throughout the neighborhood. As a part of this project, we will also continue to maintain the beauty of these planters while monitoring the area for illegal dumping to ensure that our streets are kept free of litter. All the work was completed on a volunteer basis, and all materials were donated by the Coconut Grove Home Depot and Tenusa Inc. The generosity from our community helped us to achieve our goal in a cost-effective manner. Additionally, District 7 will soon commence with its latest project of planting flowers along Day Avenue with the help of Million Trees Miami.

One main goal of this initiative is the implementation of pop-up containers on the intersection of Grand and Douglas. These containers will initially serve the purpose of providing a free location for storefronts for local businesses. Eventually, these storefronts will be converted into affordable housing units, which is an aspect of our long-term plan to be implemented a few years down the line.

## **7 – Public Health and Health Care**

In 2017, Community Health of South Florida provided healthcare services to over 83,000 patients in Miami-Dade and Monroe Counties. As both the cost and demand for healthcare continue to trend upwards, allocating additional funds to community health organizations throughout South Florida will allow more individuals to receive quality care. We are certain that this expansion will enhance the livelihoods of residents throughout our city.



# Miami Herald

An architectural rendering showing the proposed Grand Plaza buildings looking east along Grand Avenue in historically black West

COCONUT GROVE

## Will this plan save the black Grove? A developer has big dreams for Grand Avenue

BY ANDRES VIGLUCCI  
*aviglucci@miamiherald.com*

November 26, 2018 07:00 AM

A Chicago developer who's built a handful of small projects in Little Havana and Coconut Grove in the past four years says he has now nailed down one of the most elusive and significant real estate deals in Miami: The redevelopment of a chunk of Grand Avenue, the distressed core of the historically black and Bahamian West Grove.

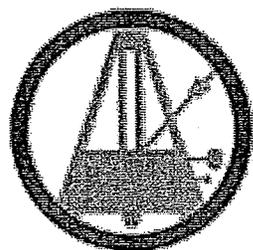
Ricky Trinidad, president of Metronomic, Inc., said in an interview this week that he has signed a \$25 million contract to purchase some 15 lots along Grand. He said he plans to launch construction on the lots, which occupy most of three adjacent blocks, soon after the deal closes early next year.

The properties had long been tied up in litigation that foiled attempts by other developers to tackle redevelopment of the corridor connecting affluent Coral Gables and the well-to-do, mostly white Coconut Grove. Trinidad said the legal disputes blocking the land sale have been resolved, though that could not be independently verified.

Trinidad's \$74 million, ambitious blueprint calls for 13 buildings, including a hotel, offices, a micro-unit apartment house, a mix of affordable and "deluxe" rental apartments and shops. A permanent farmer's market would be set in a grove of trees where an organic market now takes place on Saturdays.

The buildings would be capped at five stories, the limit under current zoning. One roof would be designed to accommodate drones capable of ferrying people that are now under development once they are approved for use, Trinidad said.

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**METRONOMIC, INC**  
SUSTAINABLE REAL ESTATE DEVELOPMENT

## Grand Plaza

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**Grand Plaza is a new sustainable, well-balanced, environmentally conscious, community focused, and technology driven development in Coconut Grove, Miami, FL.**

**By Artistic Visions, LLC**

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But will Trinidad's plan save the West Grove or drive a stake through the heart of what's left of the struggling community? And can a developer who acknowledges he has never done anything this big even pull it off?

Those are key questions that Trinidad, who is virtually unknown in Miami development circles, is likely to face as he moves forward with Grand Plaza, as he's dubbed the project. Trinidad previously announced Metronomic Place, a 44-room boutique hotel to be built on the site of an old gas station on the corner of Grand and Margaret Street, across from a CVS. That block, adjacent to the informal boundary between the West Grove and Coconut Grove's commercial village center, would now be the easternmost piece of the Grand Plaza project.

Metronomic Place Rendering 2.jpg

**An architectural rendering shows a planned boutique hotel on Grand Avenue in West Coconut Grove to be developed by Metronomic, Inc.**

**Metronomic, Inc.**

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The Metronomic assemblage represents a significant piece of Grand Avenue, once the lively and sometimes raucous main street of one of Miami's oldest neighborhoods, a segregated district founded by Bahamian settlers in the 1880s. Once lined by inexpensive apartment buildings, the avenue today is mostly vacant after most of the slum dwellings were demolished and residents evicted over the years.

As one of the largest stretches of developable land in Miami that's also bordered by wealthy neighborhoods, Grand Avenue has also long been the target of developers. They see it as a chance to revive a downtrodden area — and a potential gold mine if enough land can be assembled to create a comprehensive project. But previous attempts have been thwarted by patchwork land ownership and opposition from West Grove residents fearful that redevelopment would accelerate gentrification and displacement.

The Metronomic project would require demolition of four of the last remaining occupied apartment buildings on Grand and the eviction of 80 families, Trinidad said. Because the tenants are on month-to-month leases, Trinidad said, legally they would have just 15 days to find new places to live.

In an initial interview, Trinidad, who styles himself as a socially oriented and “culturally sensitive” developer, said he had not decided whether to offer assistance to the families to be displaced. Because there is little available cheap rental housing left in the West Grove and those who have been forced out previously are impoverished, virtually all have had to leave the neighborhood, according to activists and city officials.

But in a subsequent email, a spokeswoman for Trinidad said that the developer has agreed to work with Miami-Dade County Commissioner Xavier Suarez and Miami Commissioner Ken Russell, whose districts include the West Grove, to coordinate moving assistance and services for the families. Trinidad also said he will put those residents who wish to return at the top of his list for the 40 affordable apartments he pledges to build on Grand.

Ricky 2 (3).jpg

**Ricky Trinidad, president of Metronomic, Inc.**  
**Metronomic, Inc.**

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During the interview, Trinidad said the standing buildings are classified as unsafe and represent a hazard for residents.

“Our job is not to displace people,” he said, but added: “We won’t own those buildings and be slumlords. It’s not healthy for them or their children. These families should not be living there. It’s not contributing to the community. I think we’re saving lives.”

Because Trinidad has not publicly announced the project and has submitted plans to the city only for the hotel building, public officials and West Grove residents are unaware of what it entails.

One community leader said Trinidad should reach out to West Grove residents and explain his plans. Many in the community are already fearful of gentrification that’s rapidly advancing into the neighborhood from the central Grove.

“Yes, we need affordable housing, but still there is the feeling we’re getting pushed out,” said Clarice Cooper, president of the Village West Homeowners and Tenants Association, the largest organization in the neighborhood. “He needs to bring this to the community.

“If you’re going to come in here, we can’t fight you to death. But you’ve got to do something for us as well,” said Cooper, a lifelong West Grove resident and descendant of Bahamian settlers. “People are going to be displaced. It has to be for the greater good, not just for a few people. What will he do to preserve the feel and the architecture of the community? Otherwise, we just lose the whole flavor of the neighborhood.

“We figure our days here are numbered, but we want to preserve this community as much as possible.”

Community opposition helped derail a previous and even more extensive blueprint for Grand Avenue by Grove developer and investor Peter Gardner. That plan would have covered six entire blocks, including the properties Trinidad is assembling, with a mix of apartments and townhomes, shops, offices and a supermarket.

After years of planning and more than 100 community meetings, Gardner won city approval in 2010. But he could not obtain financing amid an economic collapse that put an end to his plans. Though public records indicate he retains ownership of a couple of lots west of Trinidad’s assembly, he never closed on purchase of the rest of the six blocks. Gardner’s blueprint had offered 40 affordable rental apartments, the same as Trinidad is proffering. But that number was rejected as insufficient by community leaders at the time.

The partners who then owned most of the properties, meanwhile, were enmeshed in legal infighting for years. Developer David Martin’s Terra Group offered \$35 million for the full portfolio of properties in 2016 but could not seal the deal amid the litigation.

WEST GROVE064 JAI

**A boarded-up building at 3440 Grand Avenue in West Coconut Grove, seen on December 2, 2016, was part of a large assemblage of properties in the historically black community slated for a long-stalled redevelopment.**

José A. Iglesias - [jiglesias@elnuevoherald.com](mailto:jiglesias@elnuevoherald.com)

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The impasse began to lift a year ago, when six lots were purchased in bankruptcy court for \$5.4 million by a partnership that includes well-known Miami mutual fund manager Bruce Berkowitz. He vacated and demolished a set of small apartment buildings on the properties, though he stressed he did not charge tenants rent for months until the evictions took place.

Berkowitz said in an interview this week that he had hoped to join with other contiguous property owners to create a low-scale “village” that would benefit West Grove residents and complement the neighborhood’s ambience. But he said he couldn’t forge an agreement and decided instead to put up the lots for sale.

Berkowitz said he could not confirm details of the pending deal, saying those were being handled by someone else in his Fairholme Holdings firm. Fairholme Holdings president Wayne Kellner declined to comment.

Trinidad confirmed the Grand Avenue properties owned by Berkowitz’s B&B partnership are part of his pending purchase. The balance of the properties were owned by the formerly feuding partners, whom Trinidad said have settled their dispute. A former principal of that group, Julio Marrero, did not return a phone message seeking comment.

IMG\_1062.JPG

**Evicted tenants' discarded furniture fills the yard of an apartment building that was slated for demolition in May on Grand Avenue in West Coconut Grove.**

Andres Vignuzzi - Miami Herald

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If it goes through, the purchase would be a coup for Trinidad, who said he came to Miami seeking new development opportunities after the end of the recession. Trinidad worked in the Chicago area for 20 years previously. According to materials he provided, he had a modest track record there for developing several small urban infill projects and consulting on others.

According to press reports, Trinidad also participated in a pair of more-complex real estate proposals that appear not to have panned out. One was a plan to redevelop an industrial district in Rockford, Ill., and another a proposal to build an indoor extreme-sports center featuring a simulated sky-diving free-fall in Hobart, Ind.

He founded Metronomic in Chicago, but sold it to investor David Helmrich, who in turn hired Trinidad to run the firm. Trinidad said he does not have an ownership stake in Metronomic but has lined up private investors to provide project financing.

In Miami, Metronomic finished a six-unit townhome-style apartment building in Little Havana, Villas Beny Moré, and is building a second, the 16-unit Plaza Celia. It's also nearing completion in Coconut Grove of two upscale apartment buildings on Bird Avenue and is building several single-family homes in the neighborhood. His plan to build a boutique hotel on a narrow parking lot on Commodore Plaza in the village center is in permitting.

In addition, Trinidad said, he is developing several co-living buildings targeted mainly to students at Miami Dade College Interamerican Campus in Little Havana and has acquired properties for as many as two dozen other infill projects.

Trinidad said he is confident he can build the Grand Plaza project. He hopes to tap into federal and state funding for the affordable housing component. Architectural drawings by Pablo Burgos of Burgos Lanza & Associates and Carl Levin of CLAD are already underway, he said.

He said Metronomic can deliver quickly and less expensively than other developers because it has an in-house general contractor and buys its own materials, saving time and money. Trinidad said he has assembled a capable, experienced and hardworking team. He also noted that the project consists of a series of small buildings, something he has ample experience developing and constructing.

Asked why he thinks he can succeed where others have flailed, he ticked off several elements: "The team that we have put together. The political support we're getting. The vibrancy we're going to bring to the neighborhood. Our design," he said.

Then he added: "This is not rocket science, by the way. These small buildings are not hard to build.

"What's new to us is doing it all simultaneously."

COMMENTS

2 Comments

Sort by Oldest



Add a comment...



Sonny Crockett

Save the "black Grove" or save Cononut Grove? Those dumps are complete eye soars, to say the least, to a place where people commune. Worse than that, this area is drug infested neighborhood and the only way to clean it out is to get rid of what's there now and put in new bldgs and people.

Like · Reply · 1 · 22h · Edited



Roco Frisco

Watch out City of Miami sounds like another carpetbagger providing ear candy. Ask Mr Trinidad how many projects he completed in South Chicago and if any, their current status.

Like · Reply · 21h



months, the Miami Herald and Miami New Times have published multiple articles that highlight the problems households are having when they spend more than 30%<sup>1</sup> of their income towards housing.

**I propose building workforce housing units by allocating \$50 million annually from the County's General Revenues and generating additional funds through a linkage ordinance.** Commissioner Barbara Jordan<sup>2</sup> is currently undertaking efforts to craft a linkage ordinance for Miami-Dade County. After reviewing comparable linkage ordinances and consulting with the County Attorney, as well as various stakeholders, the implementation of such an ordinance for the County seems plausible.

What follows are my thoughts on a holistic approach to crafting such a linkage ordinance and building workforce housing units to satisfy the demand.<sup>3</sup> The linkage ordinance I am proposing can be thought of as an investment of private funds to partner with the County's investment of **\$50 million** from General Revenues on an annual basis. Ideally, the per-month costs associated with workforce housing homeowners can be reduced, with the goal of cutting in half the County average for conventionally financed rents in Dade County (from \$1,200 a month to \$600).

### **Overview of Linkage Ordinances**

There are currently an estimated 300 linkage ordinances across the nation. In Florida, many jurisdictions have them, including Key West (which has the oldest in Florida). The model ordinance is found in Montgomery County, Maryland. Therein, the ordinance mandates any new housing development of 20 units or more to set-aside at least 12.5 percent of the units to be more moderately priced units. Applied in Miami-Dade County, that would create 2.5 affordable housing units per 20 units in any new development. This is called "Standard Method."

In the event a developer wanted to achieve higher density, the Maryland ordinance provides for bonuses that can be granted to the developer based on the "optional method" of development. The optional method "allows an increase in density above the total number of dwelling units allowed by the standard method of development; allows additional building types; and provides more

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<sup>1</sup> According to a US Census white Paper titled, "Who can Afford to Live in a Home," when more than 30% of a household's income is spent on rent, the household has a "housing cost burden."

<sup>2</sup> As mentioned by Chairmen Jean Monestime and acknowledged by Commissioner Jordan in the Chairman's Council for Economic Prosperity Initiatives on Monday, July 27, 2015.

flexibility for certain dimensional standards.” If optional method is chosen, developers are allowed to build more units in a given space in exchange for more affordable housing units.

However, Boston is the most applicable model for what I am proposing for Miami-Dade County. Boston’s approach is that a fee will be collected from any development over a certain size and a percentage of the money will be spent in the area in which it was collected.<sup>4</sup> In Boston, for every square foot over 100,000 square feet, the developer must pay \$7.87 into an affordable housing fund and \$1 into a fund for job creation. If the developer does not want to pay the fee, they can opt to create low-income housing and have their plan approved by the Boston Redevelopment Agency. The linkage fees from any new developments must be paid into the account within seven years from completion.

### **WORKFORCE HOUSING PROPOSAL FOR MIAMI-DADE COUNTY**

Passing a linkage ordinance in Miami-Dade would allow for the County to marry the public investment of **\$50 million** annually with the private investments of developers to house the working population that the County seeks to help thrive and alleviate the economic pressure being brought to bear on responsible, potential homeowners.

*I propose adopting a linkage ordinance that requires developers be assessed a \$7.50 linkage fee per square foot over 100,000 sq. ft. in any new development and the money be deposited in the Affordable Housing Trust Fund (AHTF).* Once in the AHTF, the collected linkage fees should be combined with the County’s investment to build new workforce housing units under the purview of the Workforce Housing Development Program.

The Workforce Housing Development Program allows for households with incomes ranging from 65% to 140% of the Area Median Income (AMI)<sup>5</sup>; however, the implementing order for the Program was stalled in committee due to a lack of quorum. The implementing order sets the maximum amount that can be charged for a Workforce Housing Unit at \$205,000; however, we seek to build units valued at \$75,000.

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<sup>4</sup> A similar linkage ordinance is being considered in Seattle.

<sup>5</sup> Currently, the AMI is \$49,900.00.

## I. Legal Issue

Per the County Attorney's Office, a workforce housing initiative using funds generated from private development could potentially be implemented as an impact fee, but imposing an exaction for this purpose would require data sufficient to satisfy the constitutional requirements under the 5th Amendment to demonstrate "a 'nexus' and 'rough proportionality' between the government's demand and the effects of the proposed land use." See *Koontz v. St. Johns River Water Mgmt. Dist.*, 133 S. Ct. 2586, 2591 (2013) (emphasis added).<sup>6</sup>

The 'nexus' requirement is satisfied because of the extreme demand for affordable housing opportunities in Miami-Dade County. While an organized waitlist system exists to moderate the housing need, over 70,000 applications were placed on the waitlist in 2008 and the agency is still working on housing them.

## II. The Affordable Housing Trust Fund (AHTF)

The Affordable Housing Trust Fund (AHTF) is governed by the Affordable Housing Advisory Board (AHAB). AHAB is made up of appointees of each Commissioner and the Mayor. Currently, the AHTF has \$1.8 million in it, with no recurring source of revenue. There are restrictions on how the AHTF can be spent based on the type of housing; we want to mandate that the **\$50 million** from General Revenues and the linkage fees be spent building new workforce housing units. This initiative would revive the AHTF and its true purpose.

## III. Building Costs

Under the new rules of the Fund, building scenarios and costs could vary; however, the following are a few figures associated with building units.

The numbers below reflect the standard size unit that developers are building and meet the standards of the County's municipal code.

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<sup>6</sup> We were advised that the County Attorney's Office has received prior requests from other commissioners for legislation to develop this type of "linkage" fee and are currently undertaking that research. Once they have completed the draft of the legislation and it is approved by the requesting commissioners for entry into the agenda process, they will provide a copy of the legislation so that our Office may request to co-sponsor the item should Commissioner Suarez so desire.

| <b>Bed/Bath</b> | <b>Size (sq. ft.)</b> |
|-----------------|-----------------------|
| Studio          | 500                   |
| 1/1             | 650                   |
| 2/2             | 850                   |
| 3/2             | 950                   |

The next chart shows the *minimum hard* costs that have been given by developers. Hard costs include materials and labor. Hard costs do not include: permitting, attorney costs, architects/design, developer fees, parking spaces nor any other costs associated with building living spaces. In regards to parking, the County should consider proposals to allow small new **commercial and residential buildings in designated transit corridors be built *without parking***. Forgoing parking would “encourage the kind of mid-scaled walkable urbanism that characterizes great city neighborhoods around the world, and that young people increasingly seek out.”<sup>7</sup> These figures also do not include the cost of land which presumably can be given in support of building the new Workforce Housing units.

| <b>Building type</b>           | <b>\$ per square foot</b> |
|--------------------------------|---------------------------|
| Single Family Homes            | \$75-\$85                 |
| Townhomes                      | \$85-\$90                 |
| Mid Rises (10 stories or less) | \$140-\$150               |
| Taller High Rises              | \$160-\$180               |

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<sup>7</sup> On July 29, 2015, The Miami Herald published “Modest Miami Proposal: Build Small Near Transit, Ditch Parking.” Therein, Herald writer Henry Torres reports that the City of Miami is considering “a proposal to allow small new commercial and residential buildings in designated transit corridors [be built] without parking. Its key supporters, including Miami Commissioner Francis Suarez, say the measure could foster needed development of modestly scaled, modestly priced commercial and multi-family residential buildings in neighborhoods like East Little Havana, where most lots are too small to feasibly accommodate required parking — and where as a consequence many parcels sit vacant. . . [and would] allow development that fits into Miami’s historic neighborhoods without pricing out or physically forcing out existing owners or residents, while providing them an avenue to greater prosperity. . .”

#### IV. Consumer Costs

If a Workforce Housing unit were to be sold at \$75,000 and we assume an interest rate of 4% (the current average is 4.1%) payments could be between \$500 - \$600 for people to purchase a home over 30 years. That \$75,000 is based on building units at \$150 per square foot units inside of a mid-rise condo building. In this instance, we could potentially build close to 1,000 additional Workforce Housing units per year.

This price can be achieved if the County makes the aforementioned investment in building these units; however, in an effort to make this program truly affordable for families, per month expenses associated with owning a home must be abated. This should include building these new homes as **energy efficient** as possible and even consider an alternative proposal to **cut insurance costs**, such as a subsidy for the condominium association insurance.<sup>8</sup>

Taxes on these new structures will not significantly drive up the cost of owning an affordable unit because applicants would likely qualify for the **Florida Homestead tax exemption**. If a property owner makes his or her property their permanent residency or the permanent residence of his or her dependent, then the property owner may be eligible to receive a homestead exemption up to \$50,000. The first \$25,000 applies to all property taxes, including school district taxes. The additional exemption up to \$25,000 applies to the assessed value between \$50,000 and \$75,000 and only to non-school taxes [Section 196.031, Florida Statutes].

For example, if one of these Miami-Dade affordable housing units has an assessed value of \$85,000, then the first \$25,000 of value is exempt from all property tax, the next \$25,000 of value is taxable, the third \$25,000 of value is exempt from non-school taxes, and the remaining \$10,000 of value is taxable. The taxes on these properties would be negligible.

#### Conclusion

Good policy strives to minimize waste and use resources effectively for taxpayers. In this case, we propose committing our resources to addressing the lack of affordable housing while setting up guidelines for efficient use of County funds. By creating a linkage ordinance that will generate

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<sup>8</sup> Insurance for the outside structure of a condominium is usually paid for by the condominium association; however, the deductible on these policies usually tops \$1 million if the structure is damaged. Associations rarely collect on damage done. The County can save consumers a considerable amount of money by issuing an additional small amount to subsidize the insurance for the new condominiums financed by this programs.

money for the Affordable Housing Trust Fund and annually investing **\$50 million** a year from the General Fund to build more affordable housing units, the County achieves its goal.

If a linkage ordinance would have been passed before the upcoming Worldcenter development (an estimated 765,000 sq. ft.) was proposed, the *developer would have had to deposit \$5.2 million* into the designated account for affordable housing. In fact, because of the Worldcenter, the South East Overtown Parkwest (SEOPW) CRA would have had additional money available for redevelopment. Using the \$1.7 Billion building cost estimates, the *SEOPW CRA would have received an additional \$8.6 million in uncommitted tax increments*, which has an estimated bondable capacity of \$128.3 million or approximately 1,700 additional housing units for the residents of Overtown.

In an effort to truly estimate what a Miami-Dade linkage ordinance could produce for the AHTF, the following factors have been analyzed:

- County-wide new construction is estimated at \$2.82 billion
  - Assuming half, or \$1.41 billion, of that new construction is attributed to projects larger than 100,000 sq. ft.
  - Building in Downtown Miami currently costing private developers approximately \$500/sq. ft.
  - This equates to 2.82 million square feet of new construction.
- Modestly assuming that the County approves ten new developments at an average size of 150,000 sq. ft., then at \$7.50/sq. ft., the linkage ordinance will produced \$3.75 million to the AHTF.
- However, in a year where a mega-development (such as the Worldcenter) is approved, the linkage ordinance could produce as much as \$5 million from a single project.

I offer these ideas in the spirit of alleviating one of the County's largest burdens. In this plan, consumers will not be given free homes, but rather, private developers will partner with the County to help solve our affordable housing crisis and the County as a whole stands to benefit.

## The Suarez Housing Plan

### *Proposal*

- Spend 1% of general revenues on affordable housing.
- Divest the County of long-held vacant properties
- Create a task force on Homeownership in the Urban Core

### What is the Problem?

Miami Dade County has an affordable housing crisis. According to the Shimberg School at the University of Florida, Miami Dade County has over 100,000 families that are spending more than 30% of their income on rent, a distinction known as being cost burdened. Miami also has higher than state averages of multi-generational households. According to the Census, Miami Dade County has a below average rate of homeownership; 55% vs 66% in the state of Florida and 64% nationwide.

Miami Dade County residents are spending 62% of their income on housing and transportation costs (highest percentages in the nation); the national average is 45%. In housing, Miami Dade County residents spend on average 40% of their income on housing, when spending more than 30% is considered cost burdened.

The demand for affordable housing exists throughout the county and particularly in the urban core. The problem seems to be on the supply side of the equation; we do not have enough affordable housing units on the market. We have plenty of luxury units being built, just not enough units designated as affordable.

The County has to attack this problem from the supply side. There needs to be more incentives to help increase the supply of affordable housing on the market. Public policy should move in the direction of lowering the cost to build affordable, infill or workforce housing and help provide gap financing for projects that put more of these housing options on the market.

For-profit developers, non-profit developers, small developers and large developers all agree that the price of land is driving costs higher and making affordable housing too expensive to build. The other part of the problem exists in the realm of gap financing. In short, we need more cheap land and more financial incentives to build more affordable housing.

Where can these items come from? The price of land is becoming more and more expensive by the day and we cannot manufacture land; we cannot put a cap on the cost of land and we cannot stop the land banking wars or the mentality of holding a piece of land until the owner gets an outrageously high offer for their land. The need to supply the market with more land is evident and the County owns tons of it. The county has to be the one to step in and offer its excess land in exchange for resources for affordable housing or just affordable housing.

The County has only one dedicated funding source for affordable housing in the form of a real estate transaction tax known as the Documentary Stamp Surtax. Under Section 201.02, Florida Statutes, certain counties are authorized to levy a surtax on documents that transfer interest in Florida real property. Transfers of interest in single-family residences are exempt from this documentary surtax.

Linkage fees would be an additional fee on the development of property; however, we proposed that last year and found out that Commissioner Levine-Cava is sponsoring the item. The item has yet to move. This combined with Commissioner Jordan's proposal to dedicate 25% of revenues from the sale of county-owned land to affordable housing should infuse some new capital in the gap financing pool of affordable housing resources. However, these items are not enough to meet the demand. It is time to finally include an allocation of general revenue to affordable housing.

The proposal that follows this section seeks to address the supply-side of the affordable housing crisis in Miami-Dade County. Demand for more affordable housing exists but the supply does not. Supply can be addressed by the addition of more land made available for building and more gap financing being provided to build more affordable housing.

### **What Does the County Currently Do?**

The County spends no general revenue dollars on affordable housing. We routinely convey properties to developers for affordable housing; yet, the county still owns 4,900 properties.

The Internal Services Department is in charge of maintaining and, in some cases, selling the properties. Currently, they go through an excruciating process of shopping around the properties to departments and municipalities and then have to bring the properties to the board for approval to classify them in a way in which they can open a bid for them.

Public Housing and Community Development run all of the County's affordable housing programs as well as distributes housing resources gathered from other levels of government. One program of particular interest to the goal of increasing affordable homeownership opportunities in the County is the Infill Housing program.

The Infill Housing program already exists in the county to address single family home ownership in urban areas. There is no need to create a new program to address single-family homeownership in designated areas. The designated areas, or Infill Target Areas, are located in

dense population centers. Much of the urban core in the City of Miami are designated as Infill Target Areas.

Once a property is identified as a potential site to build an Infill Housing Unit, the property is circulated to the Board of County Commissioners and scheduled for a public hearing before officially being declared for the program. Once declared, the property can be conveyed or sold to a Community Development Corporation or a qualified developer with clear title. These properties are conveyed to developers as is. Developers then develop the property with a single family home to be sold at no more than the designated price set forth by administrative order (currently \$175,000). As of a November 16, 2015 report addressing Infill housing Initiative, the program has created 777 units with 14 homes under construction and 149 lots pending (152687).

Another County generated resource worth mentioning is the Documentary Surtax program whose revenues are subject to fluctuations based off the price of property and the amount that is sold. Single family lots are exempt from this tax. The Surtax program was budgeted at \$35 million for this budget year; the Surtax has been as high as \$50 million. 50% of the program must be spent on affordable housing.

The above are a brief outline of what the County offers to help the supply-side of the problem of affordable housing. Other resources have been made available through the Miami Dade Economic Advocacy Trust with down payment assistance for first-time homebuyers and PHCD does counseling and administers a second mortgage program that charges only 1% interest on a mortgage of up to \$100,000 thanks to Chairman Montestime. For the purposes of this paper and addressing the supply-side, we choose to only give passing mention to these other important programs.

Linkage fees and inclusionary zoning have both been discussed but neither have come to fruition.

### **What is Commissioner Suarez Proposing?**

This plan dovetails off the Resolution proffered by Commissioner Barbara Jordan that dedicates 25% of the sale of county-owned land to affordable housing. This proposal operates off the premise of reducing acquisition costs of land, reducing the amount of money needing to be borrowed and reducing interest rates by making more gap financing dollars available from the government.

- Spend \$10 million of general revenues on affordable housing.
  - Budgets are statements of priorities. If solving the affordable housing crisis is a priority for the county, we should at the very least have an annual allocation of funds that demonstrates the county's commitment to bring more affordable housing of the residents of Dade County.
- Divest the County of long-held vacant properties
  - For every vacant property that the county has owned for more than five years that no department is banking for a specific future project, the county should

immediately move to either sell it at market value or convey it for affordable housing.

- Create a Homeownership in the Urban Core Task Force
  - As demonstrated above, Miami Dade County has a lower homeownership rate by 11% points than the state average. In the City of Miami, the rate of homeownership is at 31.6% which is 14 points lower than the County average and 35 points lower than the national average. The system here is broken; something needs to change; we should put some of our best minds on the problem.
  - The mission of the task force should be simple, produce solutions to the affordable housing homeownership problem that exists in Dade County, with a focus on the urban core.

### **Other Proposals**

Over the past several months other commissioners have put forward other proposals that address the supply-side of the affordable housing crisis. Below is a basic summary of the recent items put forth by other commissioners that are bound to impact the supply of affordable housing.

- (152942) Commissioner Moss has already passed a resolution directing the mayor to study the feasibility of bonding out the Documentary Surtax money for affordable housing.
- (152941) Commissioner Jordan is moving a resolution to set aside 25% of the proceeds from the sale of County owned land for affordable housing.
- Commissioner Levine Cava has mentioned in previous meetings of the Economic Prosperity Committee that she is working on a proposal related to linkage fees.
- (160322) Commissioner Sosa has been leading the charge on the elderly affordable.

### **Conclusion**

The County has acknowledged that the affordable housing crisis deserves the urgency of our immediate action. As Chair of the Economic Prosperity Committee for the county, I have a duty to proffer solutions that will help to alleviate the extraordinary housing burden for Miami-Dade County residents. It is in this role that I offer this three part plan to jumpstart the affordable housing market.

The problem of an unaffordable housing market has been well-documented in academia, by governmental agencies and community activists. In fact, \_\_\_\_\_ marks Miami as the \_\_\_ most unaffordable market in the United States. We are lacking in the available units that are affordable for our income levels. We have to do more to create the conditions for the affordable housing market to produce more units.

Without the statutory authority to raise wages to a level that would allow for all the residents of Dade County to afford what is on the market, I have chosen to focus on making affordable housing deals more feasible.

What I am proposing goes as follows: dedicate \$10 million from general revenues to the cause of affordable housing, instituting an automatic trigger for long-held county-owned properties to either be sold (25% of proceeds go to affordable housing per Commissioner Jordan's resolution) or conveyed for the purpose of building affordable housing, and the creation of a task force to evaluate impediments to homeownership in our urban cores.

This three pronged approach seeks to attack the problem in two place: lack of supply and breaking down barriers. The infusion of more money to aid in construction and the making available of county-owned land will help to address the supply. The new task force will identify the barriers and offer solutions.

While these proposals are not the silver bullet to solving the affordable housing problem that persists, they are potential game changers. The county currently spends \$0 of general revenues on affordable housing and owns 4,900 properties. Meanwhile, we face a deficit of affordable housing options for our residents.

I will be putting forth these items during the April 14<sup>th</sup> Economic Prosperity Committee meeting with more county-level solutions to follow. I intend to move aggressively on this issue. The supply side of this equation is where the problem can be addressed by the county; here is our first, best solution.

## What does the State Currently Do?

### State Housing Initiative Partnership (SHIP)

- I. Define the Statute
- II. Amount over the last few years and fluctuations
- III. Restrictions

### Housing Trust Fund

- I. What is it
- II. What has it done
- III. What can we reasonably expect from it

## What Does the Federal Government Currently Do?

### Grants and Programs

- I. List some out
- II. Which do the County have?
- III. What are they doing for us?

### Section 8

- I. Vouchers
- II. The two Models
- III. Effects?

<http://www.census.gov/quickfacts/table/PST045215/12086,1245000>

<http://www.miamiherald.com/news/local/community/miami-dade/downtown-miami/article62663627.html>

AHNA Affordable Housing Need Summary 2010-2040

Number of severely cost burdened (50%+) households with income less than 80% AMI by tenure

| Place      | Tenure | 2010   | 2014   | 2015   | 2020   | 2025   | 2030   | 2035   | 2040   |
|------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Miami-Dade | Owner  | 100808 | 107647 | 109421 | 119131 | 126542 | 135086 | 142282 | 149276 |
| Miami-Dade | Renter | 139324 | 147585 | 149539 | 160246 | 169590 | 179192 | 187564 | 198076 |

## MEMORANDUM

Amended  
Agenda Item No. 11(A)(25)

**TO:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

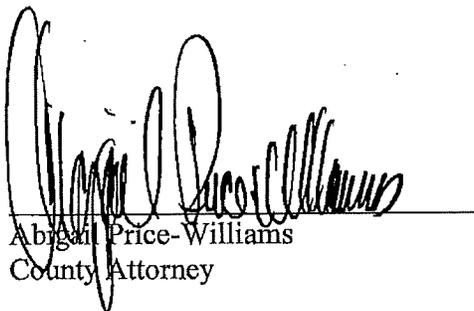
**DATE:** May 17, 2016

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Resolution establishing County policy that 10 percent of projected increases in General Fund Revenues, as defined in this resolution, shall be allocated each year up to a cap of \$10 million for the purpose of depositing additional funding in the Affordable Housing Trust Fund, subject to annual appropriation, and directing the County Mayor to include this allocation in future proposed annual budgets and providing for a revolving loan trust fund

Resolution No. R-432-16

The accompanying resolution was prepared and placed on the agenda at the request of Co-Prime Sponsors Commissioner Xavier L. Suarez and Commissioner Daniella Levine Cava, and Co-Sponsors Commissioner Barbara J. Jordan and Chairman Jean Monestime.



Abigail Price-Williams  
County Attorney

APW/smm

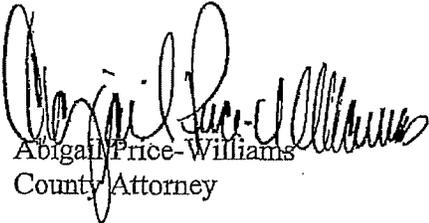


# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**DATE:** May 17, 2016

**FROM:**   
Abigail Price-Williams  
County Attorney

**SUBJECT:** Amended  
Agenda Item No. 11(A)(25)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_ ) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Amended  
Agenda Item No. 11(A)(25)  
5-17-16

RESOLUTION NO. R-432-16

RESOLUTION ESTABLISHING COUNTY POLICY THAT 10 PERCENT OF PROJECTED INCREASES IN GENERAL FUND REVENUES, AS DEFINED IN THIS RESOLUTION, SHALL BE ALLOCATED EACH YEAR UP TO A CAP OF \$10 MILLION FOR THE PURPOSE OF DEPOSITING ADDITIONAL FUNDING IN THE AFFORDABLE HOUSING TRUST FUND, SUBJECT TO ANNUAL APPROPRIATION, AND DIRECTING THE COUNTY MAYOR TO INCLUDE THIS ALLOCATION IN FUTURE PROPOSED ANNUAL BUDGETS AND PROVIDING FOR A REVOLVING LOAN TRUST FUND

**WHEREAS**, this Board has enacted Ordinance No. 07-15, which is codified at Article VIII, Sections 17-129 et seq. of the Code of Miami-Dade County (the "Code"), establishing the Affordable Housing Trust Fund of Miami-Dade County, Florida (the "Trust Fund"); and

**WHEREAS**, the purpose of the Trust Fund is (1) to establish a permanent, renewable source of revenue to meet, in part, the housing needs of the residents of Miami-Dade County (County); (2) to foster a housing supply accessible to a range of incomes in developments assisted by the Trust Fund; and (3) to disperse affordable housing units throughout the County; and

**WHEREAS**, the Code provides that "monies deposited in the Trust that are used to construct, acquire, rehabilitate or subsidize affordable housing and/or to assist other governmental entities, private organizations or individuals in the construction, acquisition, rehabilitation, reimbursement of County advanced funds, location or subsidy of affordable housing shall, whenever feasible, be disbursed in a manner to assure that the housing supply created with these monies is accessible to a range of family whose incomes do not exceed the U.S. Department of Housing and Urban Development's published standards for moderate income households, adjusted for family size;" and

**WHEREAS**, the Trust Fund currently has \$1,828,014.90 deposited in it; and

**WHEREAS**, when the Trust Fund was created, it was contemplated that the main source of deposits to the Trust Fund would be monetary contributions made by developers seeking incentives from the County, such as density bonuses, in lieu of building workforce housing under the County's Workforce Housing Development Program; and

**WHEREAS**, since the creation of the Trust Fund, six developers have made such monetary contributions; and

**WHEREAS**, the current funds deposited into the Trust Fund are insufficient to significantly assist in increasing the supply of affordable housing in Miami-Dade County; and

**WHEREAS**, the Board recently adopted Resolution No. R-138-16 requiring 25 percent of the proceeds of sale of certain County-owned land to be deposited into Trust Fund; and

**WHEREAS**, additional means are needed to increase funds deposited into the Trust Fund; and

**WHEREAS**, the Board has re-affirmed the County's mission of creating, maintaining and preserving affordable housing, in the 2015-2016 County Budget; and

**WHEREAS**, such a vital and necessary part of the County's mission should be supported by countywide, general fund revenues, excluding revenues from gas taxes, occupational licenses, intergovernmental revenues, charges for services and interest income, (General Fund Revenues),

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

**Section 1.** Incorporates and approves the above recitals.

**Section 2.** Establishes as the policy of the Board that 10 percent of the projected increase in general fund revenues or \$10 million dollars, whichever amount is lower, shall be allocated each year to the Affordable Housing Trust Fund, up to a cap of \$10 million, subject to annual appropriation by the Board. Such projected increase in general fund revenues shall be determined by calculating the amount of funding that exceeds the amount necessary to maintain the current level of services after accounting for projected increases in costs. Such funds shall be deposited into the Affordable Housing Trust Fund for the purposes of the Affordable Housing Trust Fund Board funding a revolving loan fund and establishing the rules for the revolving loan trust fund.

**Section 3.** Directs the County Mayor to include this allocation to the Affordable Housing Trust Fund in future proposed annual budgets.

The Co-Prime Sponsors of the foregoing resolution are Commissioner Xavier L. Suarez and Commissioner Daniella Levine Cava, and the Co-Sponsors are Commissioner Barbara J. Jordan and Commissioner Jean Monestime. It was offered by Commissioner **Xavier L. Suarez** who moved its adoption. The motion was seconded by Commissioner **Daniella Levine Cava** and upon being put to a vote, the vote was as follows:

|                      |                                     |                      |     |
|----------------------|-------------------------------------|----------------------|-----|
|                      | Jean Monestime, Chairman            | aye                  |     |
|                      | Esteban L. Bovo, Jr., Vice Chairman | aye                  |     |
| Bruno A. Barreiro    | aye                                 | Daniella Levine Cava | aye |
| Jose "Pepe" Diaz     | absent                              | Audrey M. Edmonson   | aye |
| Sally A. Heyman      | absent                              | Barbara J. Jordan    | aye |
| Dennis C. Moss       | absent                              | Rebeca Sosa          | nay |
| Sen. Javier D. Souto | aye                                 | Xavier L. Suarez     | aye |
| Juan C. Zapata       | absent                              |                      |     |

The Chairperson thereupon declared the resolution duly passed and adopted this 17<sup>th</sup> day of May, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.



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

HARVEY RUVIN, CLERK

By: **Christopher Agrippa**  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

A handwritten signature in cursive script, appearing to read "CJS", is written over a horizontal line.

Cynthia Johnson-Stacks

# MEMORANDUM

Agenda Item No. 11(A)(7)

**TO:** Honorable Chairman Esteban L. Bovo, Jr.  
and Members, Board of County Commissioners

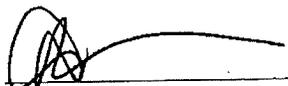
**DATE:** December 5, 2017

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Resolution directing the County Mayor to deposit a minimum of 10 percent of the rents received by the County from the leasing of County-owned properties into the Miami-Dade Affordable Housing Trust Fund; excluding rents received from the rental of County-owned properties, which are rented under the County's Infill Housing Initiative Program, projects developed through the public housing mixed-finance development concept, County-owned properties leased in accordance with 125.379, Florida Statutes, projects funded through the County's affordable housing funding programs such as Documentary Surtax, State Housing Initiatives Partnership, HOME Investment Partnerships, Community Development Block Grants, General Obligation Bonds programs or similar affordable housing programs or funds or projects restricted by federal or state laws, grants or agreements from being used for such purposes

Resolution No. R-1205-17

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Barbara J. Jordan, and Co-Sponsors Commissioner Daniella Levine Cava, Vice Chairwoman Audrey M. Edmonson and Commissioner Xavier L. Suarez.

  
\_\_\_\_\_  
Abigail Price-Williams  
County Attorney

APW/smm



**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairman Esteban L. Bovo, Jr.  
and Members, Board of County Commissioners

**DATE:** December 5, 2017

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Agenda Item No. 11(A)(7)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_ ) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

2

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 11(A)(7)  
12-5-17

RESOLUTION NO. R-1205-17

RESOLUTION DIRECTING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO DEPOSIT A MINIMUM OF 10 PERCENT OF THE RENTS RECEIVED BY THE COUNTY FROM THE LEASING OF COUNTY-OWNED PROPERTIES INTO THE MIAMI-DADE AFFORDABLE HOUSING TRUST FUND; EXCLUDING RENTS RECEIVED FROM THE RENTAL OF COUNTY-OWNED PROPERTIES, WHICH ARE RENTED UNDER THE COUNTY'S INFILL HOUSING INITIATIVE PROGRAM, PROJECTS DEVELOPED THROUGH THE PUBLIC HOUSING MIXED-FINANCE DEVELOPMENT CONCEPT, COUNTY-OWNED PROPERTIES LEASED IN ACCORDANCE WITH 125.379, FLORIDA STATUTES, PROJECTS FUNDED THROUGH THE COUNTY'S AFFORDABLE HOUSING FUNDING PROGRAMS SUCH AS DOCUMENTARY SURTAX, STATE HOUSING INITIATIVES PARTNERSHIP, HOME INVESTMENT PARTNERSHIPS, COMMUNITY DEVELOPMENT BLOCK GRANTS, GENERAL OBLIGATION BONDS PROGRAMS OR SIMILAR AFFORDABLE HOUSING PROGRAMS OR FUNDS OR PROJECTS RESTRICTED BY FEDERAL OR STATE LAWS, GRANTS OR AGREEMENTS FROM BEING USED FOR SUCH PURPOSES

**WHEREAS**, this Board has enacted Ordinance No. 07-15, which is codified at Article VIII, Sections 17-129 et seq. of the Code of Miami-Dade County (the "Code"), establishing the Affordable Housing Trust Fund of Miami-Dade County, Florida (the "Trust Fund"); and

**WHEREAS**, the purpose of the Trust Fund is (1) to establish a permanent, renewable source of revenue to meet, in part, the housing needs of the residents of Miami-Dade County; (2) to foster a housing supply accessible to a range of incomes in developments assisted by the Trust Fund; and (3) to disperse affordable housing units throughout the County; and

**WHEREAS**, the Code provides that “monies deposited in the Trust [Fund] that are used to construct, acquire, rehabilitate or subsidize affordable housing and/or to assist other governmental entities, private organizations or individuals in the construction, acquisition, rehabilitation, reimbursement of County advanced funds, location or subsidy of affordable housing shall, whenever feasible, be disbursed in a manner to assure that the housing supply created with these monies is accessible to a range of families whose incomes do not exceed the U.S. Department of Housing and Urban Development's published standards for moderate income households, adjusted for family size;” and

**WHEREAS**, the Trust Fund currently has \$4,162,318.49 on deposit of which \$387,000.00 is in the revolving loan fund; and

**WHEREAS**, when the Trust Fund was created it was contemplated that the main source of monies deposited into it would come from the monetary contributions from developers seeking incentives from the County, such as density bonuses, in lieu of building workforce housing under the County’s Workforce Housing Development Program; and

**WHEREAS**, since the creation of the Trust Fund seven developers have made such monetary contributions; and

**WHEREAS**, the current funds deposited into the Trust Fund are insufficient to assist in a significant way in increasing the supply of affordable housing in Miami-Dade County; and

**WHEREAS**, this Board desires to explore other ways to increase the monies in the Trust Fund; and

**WHEREAS**, the County is the owner of properties located throughout Miami-Dade County which oftentimes are declared surplus and sold or leased through a variety of methods including, but not limited to competitive and noncompetitive processes in accordance with sections 125.35, 125.379 and 125.38, Florida Statutes; and

**WHEREAS**, on February 2, 2016, this Board adopted Resolution No. R-138-16, which requires that a minimum of 25 percent of the proceeds from sales of County-owned properties be deposited into the Trust Fund and that such funds be used to increase and improve the supply of affordable housing to households in the affordable target income groups, including, but not limited to acquisition of property and property rights, covering the cost of construction including costs associated with planning, administration, design, building or installation, as well as any other costs associated with the construction or financing of affordable housing, and reimbursement to the County for such costs if funds were advanced by the County from other sources; and

**WHEREAS**, this Board desires to require that 10 percent of the rents received from the leasing of County-owned properties be deposited into the Trust Fund and used for the purposes set forth in the preceding recital; and

**WHEREAS**, however, this Board desires to exclude rents received by the County from the leasing of County-owned properties, which are: (1) developed through the County's Infill Housing Initiative Program; (2) developed in accordance with section 125.379, Florida Statutes; (3) developed in accordance with through a public housing mixed-finance development concept; (4) funded through the County's affordable housing funding programs, such as Documentary Stamps Surtax, State Housing Initiatives Partnership, HOME Investment Partnerships, Community Development Block Grant, General Obligation Bond programs, or other similar affordable housing programs; or (5) otherwise restricted from being used for such purposes by federal or state laws, grants or agreements,

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

**Section 1.** This Board adopts the foregoing recitals incorporated as if fully set forth herein.

**Section 2.** This Board directs the County Mayor or the County Mayor's designee to deposit a minimum of 10 percent of the rents received from the leasing of County-owned properties into the Trust Fund for the purpose of increasing and improving the supply of affordable housing to households in the affordable target income groups, including, but not limited to acquisition of property and property rights, covering the cost of construction including costs associated with planning, administration, design, building or installation, as well as any other costs associated with the construction or financing of affordable housing, and reimbursement to the County for such costs if funds were advanced by the County from other sources. Notwithstanding the foregoing, no portion of the rents received by the County from County-owned properties (1) developed through the County's Infill Housing Initiative Program; (2) developed in accordance with section 125.379, Florida Statutes; (3) developed in accordance with a public housing mixed-finance development concept; (4) funded through the County's affordable housing funding programs, such as Documentary Stamps Surtax, State Housing Initiatives Partnership, HOME Investment Partnerships, Community Development Block Grant, General Obligation Bond programs, or other similar affordable housing programs; or (5) which is otherwise restricted from being used for such purposes by federal or state laws, grants or agreements, shall be deposited into the Trust Fund.

The Prime Sponsor of the foregoing resolution is Commissioner Barbara J. Jordan, and the Co-Sponsors are Commissioner Daniella Levine Cava, Vice Chairwoman Audrey M. Edmonson and Commissioner Xavier L. Suarez. It was offered by Commissioner **Joe A. Martinez**, who moved its adoption. The motion was seconded by Commissioner **Javier D. Souto** and upon being put to a vote, the vote was as follows:

|                   |                                     |                      |     |
|-------------------|-------------------------------------|----------------------|-----|
|                   | Esteban L. Bovo, Jr., Chairman      | aye                  |     |
|                   | Audrey M. Edmonson, Vice Chairwoman | aye                  |     |
| Bruno A. Barreiro | aye                                 | Daniella Levine Cava | aye |
| Jose "Pepe" Diaz  | aye                                 | Sally A. Heyman      | aye |
| Barbara J. Jordan | aye                                 | Joe A. Martinez      | aye |
| Jean Monestime    | aye                                 | Dennis C. Moss       | aye |
| Rebeca Sosa       | aye                                 | Sen. Javier D. Souto | aye |
| Xavier L. Suarez  | absent                              |                      |     |

The Chairperson thereupon declared the resolution duly passed and adopted this 5<sup>th</sup> day of December, 2017. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: **Christopher Agrippa**  
Deputy Clerk



Approved by County Attorney as  
to form and legal sufficiency.

A handwritten signature in black ink, appearing to read "TAS", is written over a horizontal line.

Terrence A. Smith

## MEMORANDUM

Agenda Item No. 11(A)(12)

**TO:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**DATE:** February 2, 2016

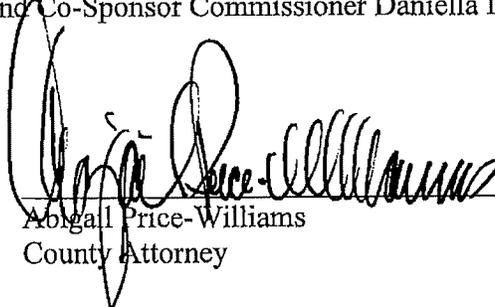
**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Resolution directing the  
County Mayor to deposit a  
minimum of 25 percent of the  
proceeds from the sales of  
County-owned properties into  
the Miami-Dade Affordable  
Housing Trust Fund; except for  
proceeds from the sales of  
County-owned properties,  
which are sold under the  
County's Infill Housing  
Initiative Program, public  
housing mixed-finance  
development concept, funded  
through the County's  
affordable housing funding  
programs

Resolution No. R-138-16

This item was amended at the 1-14-16 Economic Prosperity Committee to remove the words "leased" and "leasing" and to provide an exemption for the proceeds received by the County from the sales of County-owned properties where the use of such proceeds is restricted by federal or state laws, grants or agreements. The title has changed to reflect this amendment.

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Barbara J. Jordan and Co-Sponsor Commissioner Daniella Levine Cava.



Abigail Price-Williams  
County Attorney

APW/smm

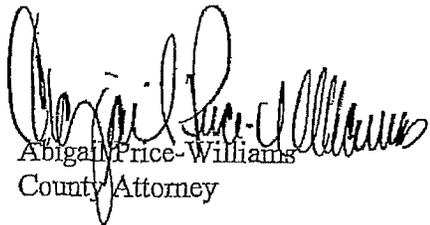


# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**DATE:** February 2, 2016

**FROM:**   
Abigail Price-Williams  
County Attorney

**SUBJECT:** Agenda Item No. 11(A)(12)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_ ) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 11(A)(12)  
2-2-16

RESOLUTION NO. R-138-16

RESOLUTION DIRECTING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO DEPOSIT A MINIMUM OF 25 PERCENT OF THE PROCEEDS FROM THE SALES OF COUNTY-OWNED PROPERTIES INTO THE MIAMI-DADE AFFORDABLE HOUSING TRUST FUND; EXCEPT FOR PROCEEDS FROM THE SALES OF COUNTY-OWNED PROPERTIES, WHICH ARE SOLD UNDER THE COUNTY'S INFILL HOUSING INITIATIVE PROGRAM, PUBLIC HOUSING MIXED-FINANCE DEVELOPMENT CONCEPT, FUNDED THROUGH THE COUNTY'S AFFORDABLE HOUSING FUNDING PROGRAMS SUCH AS DOCUMENTARY SURTAX, STATE HOUSING INITIATIVES PARTNERSHIP, HOME INVESTMENT PARTNERSHIPS, COMMUNITY DEVELOPMENT BLOCK GRANTS, GENERAL OBLIGATION BOND PROGRAMS OR SIMILAR AFFORDABLE HOUSING PROGRAMS OR RESTRICTED BY FEDERAL OR STATE LAWS, GRANTS OR AGREEMENTS

**WHEREAS**, this Board has enacted Ordinance No. 07-15, which is codified at Article VIII, Sections 17-129 et seq. of the Code of Miami-Dade County (the "Code"), establishing the Affordable Housing Trust Fund of Miami-Dade County, Florida (the "Trust Fund"); and

**WHEREAS**, the purpose of the Trust Fund is (1) to establish a permanent, renewable source of revenue to meet, in part, the housing needs of the residents of Miami-Dade County; (2) to foster a housing supply accessible to a range of incomes in developments assisted by the Trust Fund; and (3) to disperse affordable housing units throughout the County; and

**WHEREAS**, the Code provides that "monies deposited in the Trust that are used to construct, acquire, rehabilitate or subsidize affordable housing and/or to assist other governmental entities, private organizations or individuals in the construction, acquisition, rehabilitation, reimbursement of County advanced funds, location or subsidy of affordable housing shall, whenever feasible, be disbursed in a manner to assure that the housing supply

created with these monies is accessible to a range of family whose incomes do not exceed the U.S. Department of Housing and Urban Development's published standards for moderate income households, adjusted for family size;" and

**WHEREAS**, the Trust Fund currently has \$1,828,014.90 deposited into it; and

**WHEREAS**, when the Trust Fund was created it was contemplated that the main source of monies deposited into it would come from the monetary contributions from developers seeking incentives from the County, such as density bonuses, in lieu of building workforce housing under the County's Workforce Housing Development Program; and

**WHEREAS**, since the creation of the Trust Fund six developers have made such monetary contributions; and

**WHEREAS**, the current funds deposited into the Trust Fund are insufficient to assist in a significant way increasing the supply of affordable housing in Miami-Dade County; and

**WHEREAS**, this Board desires to explore other ways to increase the monies in the Trust Fund; and

**WHEREAS**, the County is the owner of properties located throughout Miami-Dade County, which oftentimes are declared surplus and sold ~~[[or leased]]~~<sup>1</sup> through a variety of methods, including but not limited to through both competitive and noncompetitive processes in accordance with Sections 125.35, 125.379 and 125.38, Florida Statutes; and

**WHEREAS**, this Board desires to require that a minimum of 25 percent of the proceeds from sales ~~[[or the leasing]]~~ of County-owned properties be deposited into the Trust Fund and that such funds be used to increase and improve the supply of affordable housing to households in the affordable target income groups, including, but not limited to acquisition of property and

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<sup>1</sup> Committee amendments are indicated as follows: Words stricken through and/or ~~[[double bracketed]]~~ are deleted, words underscored and/or >>double arrowed<< are added.

property rights, covering the cost of construction including costs associated with planning, administration, design, building or installation, as well as any other costs associated with the construction or financing of affordable housing, and reimbursement to the County for such costs if funds were advanced by the County from other sources; and

~~WHEREAS, however, this Board desires to provide an exception to this requirement and~~  
not require deposit of funds from the sales ~~[[or leasing]]~~ of County-owned properties, which are sold ~~[[or leased]]~~ for the purpose of constructing, acquiring, or rehabilitating affordable housing, such as through the County's Infill Housing Initiative Program and the public housing mixed-finance development concept; and

~~WHEREAS, this Board also desires to exempt the proceeds received by the County from the sales [[or leasing]] of County-owned properties, which are funded through the County's affordable housing funding programs, such as Documentary Surtax, State Housing Initiatives Partnership, HOME Investment Partnerships, Community Development Block Grant, General Obligation Bond programs, or other similar programs[[;]]>>; and~~

~~WHEREAS, this Board also desires to exempt the proceeds received by the County from the sales of County-owned properties where the use of such proceeds is restricted by federal or state laws, grants or agreements, <<~~

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

**Section 1.** This Board adopts the foregoing recitals incorporated as if fully set forth herein.

**Section 2.** This Board directs the County Mayor or the County Mayor's designee to deposit a minimum of 25 percent of the proceeds from the sales ~~[[or leasing]]~~ of County-owned properties into the Trust Fund for the purpose of increasing and improving the supply of

affordable housing to households in the affordable target income groups, including, but not limited to acquisition of property and property rights, covering the cost of construction including costs associated with planning, administration, design, building or installation, as well as any other costs associated with the construction or financing of affordable housing, and ~~reimbursement to the County for such costs if funds were advanced by the County from other~~ sources. Notwithstanding the foregoing, the proceeds from the sales ~~[[or leasing]]~~ of County-owned properties for the purpose of constructing, acquiring, or rehabilitating affordable housing, such as through the County's Infill Housing Initiative and the public housing mixed-finance development concept programs are exempt from the requirements of this resolution.

Additionally, the proceeds from the sales ~~[[or leasing]]~~ of County-owned properties, which are funded through the County's affordable housing funding programs, such as Documentary Surtax, State Housing Initiatives Partnership, HOME Investment Partnerships, Community Development Block Grant, General Obligation Bond programs, or other similar programs, are also exempt from the requirements of this resolution. >>Additionally, the proceeds received by the County from the sales of County-owned properties, where the use of such proceeds is restricted by federal or state laws, grants or agreements, are exempt from the requirements of this resolution.<<

The Prime Sponsor of the foregoing resolution is Commissioner Barbara J. Jordan and the Co-Sponsor is Commissioner Daniella Levine Cava. It was offered by

Commissioner **José "Pepe" Diaz** , who moved its adoption. The motion was seconded by  
Commissioner **Jean Monestime** and upon being put to a vote, the vote was as follows:

|                                     |        |                      |        |
|-------------------------------------|--------|----------------------|--------|
| Jean Monestime, Chairman            | aye    |                      |        |
| Esteban L. Bovo, Jr., Vice Chairman | aye    |                      |        |
| Bruno A. Barreiro                   | aye    | Daniella Levine Cava | aye    |
| Jose "Pepe" Diaz                    | aye    | Audrey M. Edmonson   | aye    |
| Sally A. Heyman                     | aye    | Barbara J. Jordan    | aye    |
| Dennis C. Moss                      | aye    | Rebeca Sosa          | absent |
| Sen. Javier D. Souto                | absent | Xavier L. Suarez     | aye    |
| Juan C. Zapata                      | aye    |                      |        |

The Chairperson thereupon declared the resolution duly passed and adopted this 2<sup>nd</sup> day of February, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.



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

HARVEY RUVIN, CLERK

By: **Christopher Agrippa**  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

Terrence A. Smith

# MEMORANDUM

EPC  
Agenda Item No. 2E

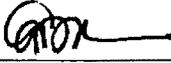
**TO:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**DATE:** January 14, 2016

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Resolution directing the County Mayor to deposit a minimum of 25 percent of the proceeds from the sales or leasing of county-owned properties into the Miami-Dade Affordable Housing Trust Fund; proceeds from the sales or leasing of county-owned properties, which are sold or leased under the county's infill housing initiative program, public housing mixed-finance development concept or funded through the county's affordable housing funding programs such as documentary surtax, state housing initiatives partnership, home investment partnerships, community development block grants, general obligation bonds programs or similar affordable housing programs

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Barbara J. Jordan.

  
Abigail Price-Williams   
County Attorney

APW/Imp

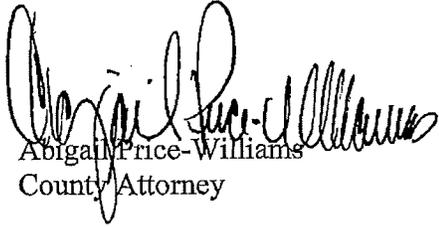


# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**DATE:** February 2, 2016

**FROM:**   
Abigail Price-Williams  
County Attorney

**SUBJECT:** Agenda Item No.

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_ ) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No.  
2-2-16

RESOLUTION NO. \_\_\_\_\_

RESOLUTION DIRECTING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO DEPOSIT A MINIMUM OF 25 PERCENT OF THE PROCEEDS FROM THE SALES OR LEASING OF COUNTY-OWNED PROPERTIES INTO THE MIAMI-DADE AFFORDABLE HOUSING TRUST FUND; EXCEPT FOR PROCEEDS FROM THE SALES OR LEASING OF COUNTY-OWNED PROPERTIES, WHICH ARE SOLD OR LEASED UNDER THE COUNTY'S INFILL HOUSING INITIATIVE PROGRAM, PUBLIC HOUSING MIXED-FINANCE DEVELOPMENT CONCEPT OR FUNDED THROUGH THE COUNTY'S AFFORDABLE HOUSING FUNDING PROGRAMS SUCH AS DOCUMENTARY SURTAX, STATE HOUSING INITIATIVES PARTNERSHIP, HOME INVESTMENT PARTNERSHIPS, COMMUNITY DEVELOPMENT BLOCK GRANTS, GENERAL OBLIGATION BONDS PROGRAMS OR SIMILAR AFFORDABLE HOUSING PROGRAMS

**WHEREAS**, this Board has enacted Ordinance No. 07-15, which is codified at Article VIII, Sections 17-129 et seq. of the Code of Miami-Dade County (the "Code"), establishing the Affordable Housing Trust Fund of Miami-Dade County, Florida (the "Trust Fund"); and

**WHEREAS**, the purpose of the Trust Fund is (1) to establish a permanent, renewable source of revenue to meet, in part, the housing needs of the residents of Miami-Dade County; (2) to foster a housing supply accessible to a range of incomes in developments assisted by the Trust Fund; and (3) to disperse affordable housing units throughout the County; and

**WHEREAS**, the Code provides that "monies deposited in the Trust that are used to construct, acquire, rehabilitate or subsidize affordable housing and/or to assist other governmental entities, private organizations or individuals in the construction, acquisition, rehabilitation, reimbursement of County advanced funds, location or subsidy of affordable housing shall, whenever feasible, be disbursed in a manner to assure that the housing supply

created with these monies is accessible to a range of family whose incomes do not exceed the U.S. Department of Housing and Urban Development's published standards for moderate income households, adjusted for family size;" and

**WHEREAS**, the Trust Fund currently has \$1,828,014.90 deposited into it; and

**WHEREAS**, when the Trust Fund was created it was contemplated that the main source of monies deposited into it would come from the monetary contributions from developers seeking incentives from the County, such as density bonuses, in lieu of building workforce housing under the County's Workforce Housing Development Program; and

**WHEREAS**, since the creation of the Trust Fund six developers have made such monetary contributions; and

**WHEREAS**, the current funds deposited into the Trust Fund are insufficient to assist in a significant way increasing the supply of affordable housing in Miami-Dade County; and

**WHEREAS**, this Board desires to explore other ways to increase the monies in the Trust Fund; and

**WHEREAS**, the County is the owner of properties located throughout Miami-Dade County, which oftentimes are declared surplus and sold or leased through a variety of methods, including but not limited to through both competitive and noncompetitive processes in accordance with Sections 125.35, 125.379 and 125.38, Florida Statutes; and

**WHEREAS**, this Board desires to require that a minimum of 25 percent of the proceeds from sales or the leasing of County-owned properties be deposited into the Trust Fund and that such funds be used to increase and improve the supply of affordable housing to households in the affordable target income groups, including, but not limited to acquisition of property and property rights, covering the cost of construction including costs associated with planning,

administration, design, building or installation, as well as any other costs associated with the construction or financing of affordable housing, and reimbursement to the County for such costs if funds were advanced by the County from other sources; and

**WHEREAS**, however, this Board desires to provide an exception to this requirement and not require deposit of funds from the sales or leasing of County-owned properties, which are sold or leased for the purpose of constructing, acquiring, or rehabilitating affordable housing, such as through the County's Infill Housing Initiative Program and the public housing mixed-finance development concept; and

**WHEREAS**, this Board also desires to exempt the proceeds received by the County from the sales or leasing of County-owned properties, which are funded through the County's affordable housing funding programs, such as Documentary Surtax, State Housing Initiatives Partnership, HOME Investment Partnerships, Community Development Block Grant, General Obligation Bond programs, or other similar programs,

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

**Section 1.** This Board adopts the foregoing recitals incorporated as if fully set forth herein.

**Section 2.** This Board directs the County Mayor or the County Mayor's designee to deposit a minimum of 25 percent of the proceeds from the sales or leasing of County-owned properties into the Trust Fund for the purpose of increasing and improving the supply of affordable housing to households in the affordable target income groups, including, but not limited to acquisition of property and property rights, covering the cost of construction including costs associated with planning, administration, design, building or installation, as well as any

reimbursement to the County for such costs if funds were advanced by the County from other sources. Notwithstanding the foregoing, the proceeds from the sales or leasing of County-owned properties for the purpose of constructing, acquiring, or rehabilitating affordable housing, such as through the County's Infill Housing Initiative and the public housing mixed-finance development concept programs are exempt from the requirements of this resolution. Additionally, the proceeds from the sales or leasing of County-owned properties, which are funded through the County's affordable housing funding programs, such as Documentary Surtax, State Housing Initiatives Partnership, HOME Investment Partnerships, Community Development Block Grant, General Obligation Bond programs, or other similar programs, are also exempt from the requirements of this resolution.

The Prime Sponsor of the foregoing resolution is Commissioner Barbara J. Jordan. It was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

|                                     |                      |
|-------------------------------------|----------------------|
| Jean Monestime, Chairman            |                      |
| Esteban L. Bovo, Jr., Vice Chairman |                      |
| Bruno A. Barreiro                   | Daniella Levine Cava |
| Jose "Pepe" Diaz                    | Audrey M. Edmonson   |
| Sally A. Heyman                     | Barbara J. Jordan    |
| Dennis C. Moss                      | Rebeca Sosa          |
| Sen. Javier D. Souto                | Xavier L. Suarez     |
| Juan C. Zapata                      |                      |

The Chairperson thereupon declared the resolution duly passed and adopted this 2<sup>nd</sup> day of February, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



Terrence A. Smith

[https://www.miamitimesonline.com/news/florida/affordable-housing-trust-fund-only-nets-from-county/article\\_139bff96-e317-11e6-a3ce-2f251a8dbbe8.html](https://www.miamitimesonline.com/news/florida/affordable-housing-trust-fund-only-nets-from-county/article_139bff96-e317-11e6-a3ce-2f251a8dbbe8.html)

FEATURED

## Affordable Housing Trust Fund only nets \$387,000 from county

Amount far below activists' previous expectations

Carolyn Guniss Jan 25, 2017



Stock photo

An ordinance to approve allocating \$387,000 to the county's Affordable Housing Trust Fund passed Tuesday during the regular county commission meeting. But the amount was far below the "up to \$10 million" what activists and some county commissioners had expected.

The reductions were made in Mayor Carlos Gimenez's supplemental budget, where it showed that the Affordable Housing Trust Fund received half of the surplus funds from the last budget year or \$387,000. That formula is part of an ordinance created by county commissioners last May as a way to send surplus general fund dollars to the Affordable Housing Trust Fund.

County Mayor spokesman Mike Hernandez said Tuesday that fighting Zika took a big chunk out of the general fund's surplus. He said of the \$22 million spent to fight the virus, only \$15 million was returned. The mosquito control budget was only \$1.6 million. Coupled with other expenses, the surplus was small, he said.



"The mayor is very concerned with the lack of affordable housing in the county," Hernandez said. "If there is more allocations that can be found, it will be added to the fund."

Miami-Dade Commissioner Xavier Suarez immediately issued a memo calling the mid-year budget adjustment "sorely deficient." Reached late Tuesday, Commissioner Daniella Levine Cava said she found out on Monday about the low amount going to the fund created to give revolving loans to build, rehab and purchase affordable homes.

"It signals to me that we are not serious about the affordable housing crisis," said Levine Cava.

Since it was the first reading of the ordinance, commissioners could not discuss the item. The ordinance now goes to committee, where it will be discussed, she said, and then be brought back for a second reading at the last commission meeting in March.

The housing trust fund was created in 2007, right before the housing bubble exploded in Miami-Dade County. The idea was that developers would pay into the fund, if they chose not to build affordable housing as part of their project. Development stopped, but picked up around 2014. Still today, the fund only has \$2 million.

An effort to make it mandatory for developers to build affordable housing as part of their projects failed Dec. 20. However an ordinance allowing the county to pass beefed up incentives to developers passed.

Affordable housing activists were expecting up to \$10 million, based on discussions with Suarez and county budget director, Jennifer Moon.

In Suarez's statement, he told advocates "to continue putting pressure on the administration so that we can ultimately fund, not \$10 million but the full \$50 million which is only 1 percent of our operating budget," a position he has taken before.

Moon in August 2006 told Barbara "Bobbie" Ibarra, executive director of Miami Homes for All, that the county mostly has surplus money in the millions every year.

"So...for the last five years, four years out of five the actual carryover exceeded the budget. The one year that it didn't ... we lost \$42 million as part of our closing activities (FY2013-14). Needless to say, that was an extraordinary action, which led to layoffs and other awfulness. For the other years, the difference was a positive \$14.5 million, \$13.7 million, \$3.8 million and \$8.7 million," she wrote.

The \$10 million figure or "something close to it," is the amount that PACT (People Acting for Community Together) was expecting to get into the fund.

"We had expected some revisions of a few million but we were blind-sided," said Steve Horsford of PACT.

On Tuesday, PACT drafted a letter to county commissioners expressing disappointment in the small allocation.

"Miami is in an affordable housing crisis. This is no overstatement. Every month, more than 250,000 severely cost-burdened families are forced to choose between paying for rent or paying for other necessities such as food and medicines," the letter said.

Still the group held a workshop Tuesday night at the Archdiocese of Miami to identify the next steps and forge collaborations.

Presentations by Ned Murray of the Florida International University Metropolitan Center and Jorge Damian de la Paz from the University of Miami, Civic and Community Engagement showed how they used data to shape the conversation about affordable housing.

Daniella Pierre, of Affordable Housing Matters, said the data are a road map for developers to gentrify communities like Overtown.

"Data-driven initiatives, performance and other measures, but the data provided and available via the University of Miami's Civic and Community Engagement, appears to "drive" communities into a different direction," Pierre said. "Is the Miami Affordability Project (MAP) a tool for our communities or the developers? Are the residents from those communities (Overtown, Liberty City, Little Haiti) aware of this information? Who is the MAP really for?"

PACT has been advocating for solutions to the affordable housing crisis since 2014, after it heard stories from families struggling to pay for housing.

In 2015, Miami-Dade Commissioners Barbara Jordan, Levine Cava, Suarez and Dennis Moss agreed to back allocating \$10 million from the general fund for affordable housing. What PACT got instead was an ordinance that allowed 50 percent of the trust's funds to be used to housing for the very low income and extremely low income residents. Other

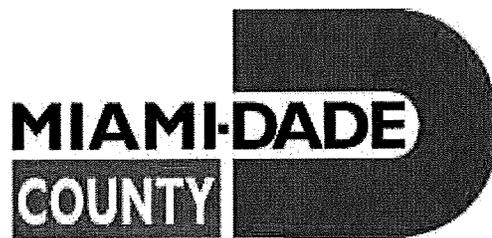
incremental ordinances passed, which allowed 25 percent of the proceeds of a sale of county-owned property go toward the fund; and the selection of administrators and board of trustees.

Carolyn Guniss

**Solicitation RFP-00989**

**Revolving Loan Fund Administrator**

**Solicitation Designation: Public**



**Miami-Dade County**

## Solicitation RFP-00989 Revolving Loan Fund Administrator

Solicitation Number RFP-00989  
Solicitation Title Revolving Loan Fund Administrator

Solicitation Start Date In Held  
Solicitation End Date Nov 26, 2018 6:00:00 PM EST  
Question & Answer End Date Nov 12, 2018 3:00:00 PM EST

Solicitation Contact Lindsay Collazo  
Procurement Contracting Manager  
ISD - Procurement Management Services  
305-375-3905  
Lindsay.Collazo@miamidade.gov

Solicitation Contact Manuel Jimenez  
Procurement Contracting Officer 3  
ISD, Procurement Management Services  
305-375-4225  
Manuel.Jimenez@miamidade.gov

Contract Duration **See Bid Documents**  
Contract Renewal See Bid Documents  
Prices Good for **See Bid Documents**  
Pre-Solicitation Conference **Nov 8, 2018 10:00:00 AM EST**  
**Attendance is optional**  
**Location: Overtown Transit Village**  
**701 NW 1 Court, 14th Floor South Conference Room**  
**Miami, FL 33128**

Solicitation Comments **Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Affordable Housing Trust Fund Board hereinafter referred to as the AHTFB, is soliciting proposals for a Loan Fund Administrator to operate and manage its Revolving Loan Fund, and any other future funds that the Board of County Commissioners (BCC) may authorize in order to complete the financing needed for desirable affordable housing projects in Miami-Dade County.**

### Item Response Form

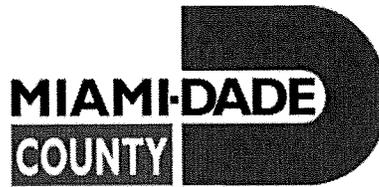
Item RFP-00989-01-01 - Revolving Loan Fund Administrator  
Quantity **1 See Bid Documents**  
Prices are not requested for this item.  
Delivery Location **Miami-Dade County**  
Miami-Dade County  
111 NW 1st Street  
Suite 1300

Miami FL 33128

Qty 1

**Description**

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Affordable Housing Trust Fund Board hereinafter referred to as the AHTFB, is soliciting proposals for a Loan Fund Administrator to operate and manage its Revolving Loan Fund, and any other future funds that the Board of County Commissioners (BCC) may authorize in order to complete the financing needed for desirable affordable housing projects in Miami-Dade County.



**REQUEST FOR PROPOSALS (RFP) No. 00989  
FOR  
REVOLVING LOAN FUND ADMINISTRATOR**

**PRE-PROPOSAL CONFERENCE TO BE HELD:**

November 8, 2018 at 10:00 AM (local time)  
Overtown Transit Village, 701 NW 1 Court, 14<sup>th</sup> Floor South Conference Room, Miami, Florida

**ISSUED BY MIAMI-DADE COUNTY:**

Internal Services Department, Strategic Procurement Division  
for  
Affordable Housing Trust Fund Board

**COUNTY CONTACT FOR THIS SOLICITATION:**

Lindsay Collazo, Procurement Contracting Manager  
111 NW 1<sup>st</sup> Street, Suite 1300, Miami, Florida 33128  
Telephone: (305) 375-3905  
E-mail: [lindsay.collazo@miamidade.gov](mailto:lindsay.collazo@miamidade.gov)

**PROPOSAL RESPONSES DUE:**

November 26, 2018 6:00pm (local time)

**IT IS THE POLICY OF MIAMI-DADE COUNTY THAT ALL ELECTED AND APPOINTED COUNTY OFFICIALS AND COUNTY EMPLOYEES SHALL ADHERE TO THE PUBLIC SERVICE HONOR CODE (HONOR CODE). THE HONOR CODE CONSISTS OF MINIMUM STANDARDS REGARDING THE RESPONSIBILITIES OF ALL PUBLIC SERVANTS IN THE COUNTY. VIOLATION OF ANY OF THE MANDATORY STANDARDS MAY RESULT IN ENFORCEMENT ACTION. (SEE IMPLEMENTING ORDER 7-7)**

Electronic proposal responses to this RFP are to be submitted through a secure mailbox at BidSync until the date and time as indicated in this document. It is the sole responsibility of the Proposer to ensure its proposal reaches BidSync before the Solicitation closing date and time. There is no cost to the Proposer to submit a proposal in response to a Miami-Dade County solicitation via BidSync. Electronic proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files. All proposals received and time stamped through the County's third party partner, BidSync, prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal. For competitive bidding opportunities available, please visit the County's Internal Services Department website at: <http://www.miamidade.gov/procurement/>.

Requests for additional information or inquiries must be made in writing and submitted using the question/answer feature provided by BidSync at [www.bidsync.com](http://www.bidsync.com). The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date (see addendum section of BidSync Site). Proposers who obtain copies of this Solicitation from sources other than through BidSync risk the possibility of not receiving addenda and are solely responsible for those risks.

## 1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

### 1.1 Introduction

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Affordable Housing Trust Fund Board hereinafter referred to as the AHTFB, is soliciting proposals for a Loan Fund Administrator to operate and manage its Revolving Loan Fund, and any other future funds that the Board of County Commissioners (BCC) may authorize in order to complete the financing needed for desirable affordable housing projects in Miami-Dade County.

The County intends to award the contract to a single Proposer. The term of the contract shall be for a five (5) year period.

#### **The anticipated schedule for this Solicitation is as follows:**

Solicitation Issued:

Pre-Proposal Conference:

See front cover for date, time, and place. Attendance is recommended but not mandatory. If you need a sign language interpreter or materials in accessible format for this event, please call the ADA Coordinator at (305) 375-2013 or email [hjwrig@miamidadegov](mailto:hjwrig@miamidadegov) at least five days in advance.

Deadline for Receipt of Questions:

Proposal Due Date:

See front cover for date and time.

Evaluation Process:

November 2018

Projected Award Date:

April 2019

### 1.2 Definitions

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

1. The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
2. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
3. The words "Affordable Housing Trust Fund Board" herein referred to as the "AHTFB" to mean the Board of Trustees of the Trust.
4. The word "Proposal" to mean the properly signed and completed written submission in response to this solicitation by a Proposer for the Services, and as amended or modified through negotiations.
5. The word "Proposer" to mean the person, firm, entity or organization, as stated on the Solicitation Submittal Form, submitting a response to this Solicitation.
6. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
7. The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
8. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
9. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.
10. The words "Co-Invest Risk Capital" to mean an investment of capital into the Revolving Loan Fund which permits the selected Proposer to earn a return on invested capital at parity with all other investors in the Revolving Loan Fund.

### 1.3 General Proposal Information

The County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the responses received as a result of this process. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed nonresponsive. The County reserves the right to request and evaluate additional information from any respondent regarding respondent's responsibility after the submission deadline as the County deems necessary.

The submittal of a proposal by a Proposer will be considered a good faith commitment by the Proposer to negotiate a contract with the County in substantially similar terms to the proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into a contract substantially in the terms herein. Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals.

As further detailed in the Proposal Submittal Form, Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law." The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary, or confidential. The submission of any information to the County in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the Proposer.

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsible. To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126.

#### **1.4 Aspirational Policy Regarding Diversity**

Pursuant to Resolution No. R-1106-15 Miami-Dade County vendors are encouraged to utilize a diverse workforce that is reflective of the racial, gender and ethnic diversity of Miami-Dade County and employ locally-based small firms and employees from the communities where work is being performed in their performance of work for the County. This policy shall not be a condition of contracting with the County, nor will it be a factor in the evaluation of solicitations unless permitted by law.

#### **1.5 Cone of Silence**

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff, County Commissioners or their respective staffs and members of the AHTFB;
- the County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective Competitive Selection Committee to include members of the AHTFB.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Services Section, the responsible Procurement Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences and oral presentations before Competitive Selection Committees during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting;
- recorded contract negotiations and contract negotiation strategy sessions; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at [clerkbcc@miamidadegov](mailto:clerkbcc@miamidadegov).

All requirements of the Cone of Silence policies are applicable to this Solicitation and must be adhered to. Any and all written

communications regarding the Solicitation are to be submitted only to the Procurement Contracting Officer with a copy to the Clerk of the Board. The Proposer shall file a copy of any written communication with the Clerk of the Board. The Clerk of the Board shall make copies available to any person upon request.

#### **1.6 Communication with Competitive Selection Committee Members**

Proposers are hereby notified that direct communication, written or otherwise, to Competitive Selection Committee members or the Competitive Selection Committee as a whole are expressly prohibited. Any oral communications with Competitive Selection Committee members other than as provided in Section 2-11.1 of the Miami-Dade County Code are prohibited.

#### **1.7 Public Entity Crimes**

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

#### **1.8 Lobbyist Contingency Fees**

- a) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

#### **1.9 Collusion**

In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer or the principals thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

#### **1.10 Indemnification and Insurance**

The Proposer 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 Proposer or its employees, agents, servants, partners principals or subcontractors. The Proposer 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 Proposer expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Proposer shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Proposer shall furnish to the Internal Services Department / Strategic Procurement Division, 111 NW 1st Street, Suite1300, Miami, Florida 33128-1989, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. **Worker's Compensation Insurance** for all employees of the Proposer as required by Florida Statute 440.

- B. **Commercial General Liability Insurance** on a comprehensive basis, in an amount not less than \$300,000 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.**
- C. **Cyber Liability Insurance including Network Security and Privacy Liability** with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. This coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- D. **Automobile Liability Insurance** covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
- E. **Crime Insurance**, including employee dishonesty, forgery or alteration, computer fraud, and social engineering coverage in an amount of no less than \$3,000,000 per loss.
- F. **Fiduciary Liability Insurance** in an amount greater than or equal to the total Revolving Loan Fund amount being administered under the program, but no less than \$1,000,000 per occurrence and in the aggregate. The limit of insurance shall be reviewed annually to assure sufficient limits are being afforded.

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 "A-" as to management, and no less than "Class VII" as to financial strength by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

**CERTIFICATE HOLDER MUST READ:**

**MIAMI-DADE COUNTY  
111 NW 1<sup>st</sup> STREET  
SUITE 2340  
MIAMI, FL 33128**

**2.0 SCOPE OF SERVICES**

**2.1 Background**

The Miami-Dade County Board of County Commissioners ("BCC") created the Affordable Housing Trust Fund ("AHTF") via Ordinance No. 07-15 (codified in Sections 17-129 through 17-137 of the Miami-Dade County Code ("Code")) to serve as a permanent renewable source of revenue to assist with the housing needs for Miami-Dade County residents who meet the target income of up to 140% of Area Median Income (AMI) and possess at least one of the following: (a) pay more than 30% of their gross income for housing costs; (b) live in overcrowded conditions; or (c) live in substandard housing units. In November 2016, the BCC, via Ordinance No. 16-127 (codified in Section 17-132.1 of the Code), established a Revolving Loan Fund from General Fund revenue defined as, fifty percent of actual carryover funds in excess of the adopted budget, up to \$10,000,000, to be placed into the AHTF and to be used for a Revolving Loan Fund in order

to make short term loans to developers for the construction, rehabilitation, or acquisition of land or housing (single-family or multi-family housing) for sale or rental to homebuyers or renters whose household annual income does not exceed 140% of the AMI adjusted for family size. Section 17-129, et. al. of the Code also created a board of trustees (the "AHTFB") to govern the AHTF, including the use of the AHTF and the creation of Revolving Loan Fund guidelines for the Revolving Loan Fund, subject to BCC approval. It is the County's intent, through this Solicitation, to obtain proposals and procure services to establish a Loan Fund Administrator to assist the AHTFB to create the Revolving Loan Fund guidelines (which guidelines are subject to BCC approval) and to be responsible for managing the funds currently in the Revolving Loan Fund, as well as such other future funds that the BCC allocates in accordance with Section 17-132.1 of the Code of Miami-Dade County and in accordance with the Revolving Loan Fund guidelines, which are to be created by the AHTFB in coordination with the Loan Fund Administrator and that are subject to approval by the BCC.

## **2.2 Preferred Qualifications**

The Preferred qualifications for this Solicitation are:

- a) Proposer should have a minimum five years of experience managing a loan fund or financing facility that is of similar size and type to the loan fund as listed in this Solicitation and that includes loans or equity investments.
- b) Proposer should have experience structuring mixed financing, which include significant affordable housing components and involve multiple investors or funders to include, but which are not limited to, public agencies, foundations, and commercial sector investors.
- c) Documentation of proven financial capacity of sufficient strength to provide management of the Revolving Loan Fund for the term of the contract, to be demonstrated by audited financial statements and balance sheets for a minimum of three years.
- d) Proposer should provide funds to leverage the County's funds for the issuance of affordable housing loan disbursed from the Revolving Loan Fund.

## **2.3 Required Services**

The selected Proposer shall:

1. Design and develop a Revolving Loan Fund business plan and documents required for fundraising, including a prospectus or private placement memorandum, that outlines the following:
  - a) A proposed investment strategy for the Revolving Loan Fund, including the identification of sources of investments to be secured to serve as the core component of the Revolving Loan Fund
  - b) Types of capital to be raised
  - c) Proposed credit underwriting guidelines
  - d) Types of projects to be financed
  - e) Financing Term Sheets (Debt & Equity)
  - f) Potential range of financing structures to be utilized by the Revolving Loan Fund
  - g) Plan to address non-performing loans and investments
  - h) Marketing and Outreach Plan to engage with local developers
  - i) Plan to work with other lenders to structure appropriate and adequate financing
  - j) Practices that will ensure transparency in Revolving Loan Fund policy and public review of Revolving Loan Fund performance
  - k) Asset-based community development
  - l) Incentive structures to assist Community Development Corporations, Non-Profits, and small For-Profit Developers
  - m) Investment in communities where some conditions discourage development
  - n) Plans for the Revolving Loan Fund to be financially viable and provide a return to the investors
  - o) Comply with Chapter 280, Florida Statutes regarding the deposit and control of the County funds, including but not limited to, depositing and maintaining all county trust funds with a qualified public depository, as the term is defined in Chapter 280, Florida Statutes.
2. Develop a detailed organizational structure and set of operating guidelines (the Revolving Loan Fund guidelines) that will enable the Revolving Loan Fund to invest capital in keeping with the mission of the AHTF for the Revolving Loan Fund. These guidelines are subject to approval by the BCC.
3. Provide detailed operating and investment guidelines that are consistent with the structural principles of the Revolving Loan Fund and necessary for the Revolving Loan Fund's effective performance. These guidelines are subject to approval by the BCC.

4. Raise Capital and invest at risk along with the AHTF in the Revolving Loan Fund.
5. Develop a detailed capital raising plan and strategy, with specific timelines of capital raised, and produce, at least quarterly, reports highlighting the performance of the Revolving Loan Fund.
6. Co-Invest Risk Capital at its own risk into the Revolving Loan Fund, to fund development projects in accordance with the approved Revolving Loan Fund guidelines.
7. Design and Manage Fund Operations to Achieve Projected Outcomes with input from the AHTFB, investors, developers, and the Director of Public Housing and Community Development Department to assist with the development and implementation of the Revolving Loan Fund's structure and operating procedures.
8. The selected Proposer shall design and manage a system by which proposals for investments or loans from the Revolving Loan Fund will conform to a standard project plan so that the proposals may readily be evaluated in terms of their community impact and financial soundness to include at a minimum, the following:
  - a. Precise terms defining risk, return on investment and other issues for the capital of different classes of investors in the Revolving Loan Fund's structured fund.
  - b. Term sheets for different types of financial products available through the Revolving Loan Fund.
  - c. A structure of revenues from fees, interest, and earnings from investments that will ensure that Revolving Loan Fund operations can become self-supporting and sustainable over time.
9. Create a process that accomplishes the multi-faceted goals of raising capital and deploying capital in a way that is responsive to the local development community, investors, County residents, and the AHTFB.
10. The selected Proposer shall provide gap financing capital injections via the Revolving Loan Fund to complete the financing needed for desirable affordable housing developments in the County. Sources of financing that may be paired with gap financing include, but may not be limited to:
  - a. Low income housing, new markets, tax credits and other types of equity.
  - b. Direct loans from financial lenders.
  - c. Tax Increment Financing (TIF) provided by any community redevelopment agency ("CRA") within which the proposed project may lie or any other funding provided via municipal bonds.
11. The selected Proposer shall assume management responsibilities for the Revolving Loan Fund which include, but are not limited to, duties to:
  - a. Provide reporting in accordance with the Reports Section 2.6, below.
  - b. Analyze the Revolving Loan Fund portfolio and recommend strategic and policy actions to improve fund performance.
  - c. Hire and supervise any workers or sub-contractors engaged in the Revolving Loan Fund. All sub-contractors must be approved by AHTFB before hiring is completed.
  - d. Conduct strategic planning to continuously improve the performance and sustainability of the Revolving Loan Fund.
  - e. Provide for transparency in the Revolving Loan Fund's operations and for regular public review and input in regards to the Revolving Loan Fund policies.
  - f. Invest the Revolving Loan Fund's capital flexibly and prudently to fulfill the AHTF's mission, particularly in regard to projects that are complex.
  - g. Review and evaluate projects for gap financing with use of Revolving Loan Funds.
  - h. Attend additional meetings as the Revolving Loan Fund program progresses into the implementation phase. Any additional requests for on-site meetings and presentations from the County during the implementation phase shall be considered implementation and support services.
  - i. Provide on-going support throughout the life of the program. This shall include, but not be limited to assistance with training to County staff, the AHTFB and technical assistance to applicants as needed.
  - j. Utilize loan documents that have been prepared and approved by the Public Housing and Community Development Department (PCHD) and the County Attorney's Office.
  - k. Develop and manage the process to keep all funds invested into the Revolving Loan Fund by the selected Proposer and any other sources separate from any funds contributed by the County which shall include holding County invested funds in a separate account from all other invested funds. This process shall also include the timeline to return County funds and the assignment of loans back to the County upon expiration of the contract term.
  - l. Conduct contract closeouts to ensure all requirements of the loan have been met and completed in accordance with PCHD and AHTFB guidelines.

#### **2.4 Investment Consortium**

The selected Proposer may be requested to:

1. Establish an investment consortium to invest capital in an account separate from the Revolving Loan Fund.

- a. The consortium may serve a critical role of leveraging investments to the Revolving Loan Fund, and additional funds invested outside of the Revolving Loan Fund may be used to make investments that fall outside of the specific guidelines of the Revolving Loan Fund, however, funds must be used to develop affordable housing.
- b. The consortium may be comprised of private investors, foundations, institutions, etc., and be made up of investors that wish to allocate capital into and along with the Revolving Loan Fund. The guidelines on such process will be established by the LFA and the AHTFB and are subject to be approved by the BCC.

**2.5 Additional Services**

PHCD and the AHTFB may utilize the selected Proposer to perform additional services for the administration of the Revolving Loan Fund which are not mentioned in this solicitation or agreement. In the event PHCD or the AHTFB wish to include additional services as it is related to the administration of the Revolving Loan Fund, the County will issue a supplemental agreement to the selected Proposer.

**2.6 Reports**

The selected Proposer shall provide:

- 1. Monthly reports to the AHTFB, no later than the 10th day of each month, containing, at a minimum, information on the Revolving Loan Fund's balance and the number of applicants for funds; on loan applications, outstanding program-related loans and investment portfolios in a form and detail approved by AHTFB, including, without limitation, aggregate data on loans, total value of loans, interest rates, loan denials, loan terms, loan default rates and amounts; and
- 2. Semi-annual reports shall be submitted to the AHTFB for BCC review on the status of the Revolving Loan Fund and on each of the outstanding loans. The selected Proposer will be required to attend BCC meetings to present such reports, as applicable.

**3.0 RESPONSE REQUIREMENTS**

**3.1 Submittal Requirements**

In response to this Solicitation, Proposer should **complete and return the entire Proposal Submission Package**. Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required and submitted in the manner described.

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

**4.0 EVALUATION PROCESS**

**4.1 Review of Proposals for Responsiveness**

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

**4.2 Evaluation Criteria**

Proposals will be evaluated by a Competitive Selection Committee which will evaluate and rank proposals on criteria listed below. The Competitive Selection Committee will be comprised of members of the AHTFB, with the appropriate experience and/or knowledge, striving to ensure that the Competitive Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Competitive Selection Committee member.

| <u>Technical Criteria</u>                                                                                                                                                                         | <u>Points</u> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| 1. Proposer's relevant experience, qualifications, and past Performance                                                                                                                           | 30            |
| 2. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors | 20            |

- |                                                                                 |    |
|---------------------------------------------------------------------------------|----|
| 3. Proposer's approach to providing the services requested in this Solicitation | 30 |
|---------------------------------------------------------------------------------|----|

**Price Criteria****Points**

- |                              |    |
|------------------------------|----|
| 4. Proposer's proposed price | 20 |
|------------------------------|----|

**4.3 Oral Presentations**

Upon evaluation of the criteria indicated above, rating and ranking, the Competitive Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Competitive Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See Affidavit – "Lobbyist Registration for Oral Presentation" regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Competitive Selection Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

**4.4 Selection Factor**

This Solicitation includes a selection factor for the County's Certified Small Business Enterprises (SBE's) as follows. A SBE/Micro Business Enterprise is entitled to receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer's proposal. An SBE/Micro Business Enterprise must be certified by Small Business Development for the type of goods and/or services the Proposer provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact Small Business Development at (305) 375-2378 or access <http://www.miamidade.gov/business/business-certification-programs-SBE.asp>. The SBE/Micro Business Enterprise must be certified by proposal submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE program during the contract may remain on the contract.

**4.5 Local Certified Veteran Business Enterprise Preference**

This Solicitation includes a preference for County Local Certified Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code of Miami-Dade County. "Local Certified Veteran Business Enterprise" or "VBE" is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to proposal or bid submittal is certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. A VBE that submits a proposal in response to this solicitation is entitled to receive an additional five percent of the evaluation points scored on the technical portion of such vendor's proposal. If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the veteran's preference provided in this section and shall be limited to the applicable SBE preference. At the time of proposal submission, the firm must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the proposal submittal form.

**4.6 Price Evaluation**

The price proposal will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The County reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

**4.7 Local Preference**

The evaluation of competitive solicitations is subject to Section 2-8.5 of the County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses. If, following the completion of final rankings by the Competitive Selection Committee a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the Competitive Selection Committee will recommend that a contract be negotiated with said local Proposer.

#### 4.8 Negotiations

The Competitive Selection Committee will evaluate, score and rank proposals, and submit the results of the evaluation to the County Mayor or designee with its recommendation. The County Mayor or designee will determine with which Proposer(s) the County shall negotiate, if any, taking into consideration the Local Preference Section above. The County Mayor or designee, at their sole discretion, may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, and/or may request best and final offers. In any event the County engages in negotiations with a single or multiple Proposers and/or requests best and final offers, the discussions may include price and conditions attendant to price.

Notwithstanding the foregoing, if the County and said Proposer(s) cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Mayor's or designee's discretion, begin negotiations with the next highest ranked Proposer(s). This process may continue until a contract acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall complete a Collusion Affidavit, in accordance with Sections 2-8.1.1 of the County Code. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

Any Proposer recommended for negotiations will be required to provide to the County:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for any material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.

#### 4.9 Contract Award

Any proposed contract, resulting from this Solicitation, will be submitted to the County Mayor or designee. All Proposers will be notified in writing of the decision of the County Mayor or designee with respect to contract award. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

#### 4.10 Rights of Protest

A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Implementing Order No. 3-21.

### 5.0 TERMS AND CONDITIONS

The anticipated form of agreement is attached. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

#### a) Vendor Registration

Prior to being recommended for award, the Proposer shall complete a County Vendor Registration Package. For online vendor registration, visit the Vendor Portal: <http://www.miamidade.gov/procurement/vendor-registration.asp>. Then, the recommended Proposer shall affirm that all information submitted with its Vendor Registration Package is current, complete and accurate at the time it submitted a response to the Solicitation by completing an Affirmation of Vendor Affidavit form as requested by the County.

#### b) Insurance Requirements

The Contractor shall furnish to the County, Internal Services Department, Strategic Procurement Division, prior to the commencement of any work under any agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

#### c) Inspector General Reviews

In accordance with Section 2-1076 of the Code of Miami-Dade County, the Office of the Inspector General may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise indicated. The cost of the audit, if applicable, shall be one quarter (1/4) of one (1) percent of the total contract amount and the cost shall be included in any proposed price. The audit cost will be deducted by the County from progress payments to the Contractor, if applicable.

**d) User Access Program**

Pursuant to Section 2-8.10 of the Code of Miami-Dade County, any agreement issued as a result of this Solicitation is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Solicitation and the utilization of the County contract price and the terms and conditions identified therein, are subject to the two percent (2%) UAP.

**6.0 ATTACHMENTS**

Draft Form of Agreement

Attachment A – Section 17-132.1 of the Code of Miami-Dade County (Section 2.0 Scope of Services)

Proposal Submission Package:

Proposer Information Section

Web Forms – Proposal Submittal Form, Fair Subcontract Practices Affidavit, Subcontractor Listing, and Lobbyist Registration Form

Form 1 – Price Proposal Schedule

(This is the form of agreement the County anticipates awarding to the selected Proposer.)

Revolving Loan Fund Administrator  
Contract No. RFP 00989

THIS AGREEMENT made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ by and between \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, having its principal office at \_\_\_\_\_ (hereinafter referred to as the "Contractor"), 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 Contractor has offered to develop, design, manage and administer the Affordable Housing Trust Fund's Revolving Loan Fund, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 00989; the Revolving Loan Fund guidelines which shall be developed by the Affordable Housing Trust Fund Board in coordination with the Contractor, and subject to approval by the Miami-Dade County Board of County Commissioners; and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated \_\_\_\_\_, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such \_\_\_\_\_ 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 "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, RFP No. 00989 and all associated addenda, and the Contractor's Proposal.
- b) The words "Contract Date" to mean the date on which this Agreement is effective.
- c) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
- d) The word "Contractor" to mean xxx company and its permitted successors.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) 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.
- h) The words "Extra Work" or "Additional Work" 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.
- i) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- j) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- k) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- l) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

## **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) the Miami-Dade County's RFP No.00989 and any associated addenda and attachments thereof, and 4) Price Schedule (Appendix B), and 5) Contractor'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) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- b) The Contractor 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 Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- d) The Contractor 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. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor 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.

Miami-Dade County, FL

RFP No. 00989

**ARTICLE 5. CONTRACT TERM**

The Contract shall become effective on \_\_\_\_\_ and shall continue through the last day of the sixtieth month. 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 Contractor 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 Contractor, upon approval by the Board of County Commissioners.

**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 e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

**(1) to the County**

- a) to the Project Manager:

Miami-Dade County  
Affordable Housing Trust Fund  
Phone: (786) 469-4141  
E-mail: Lakisha.Gray@MiamiDade.Gov

and,

- b) to the Contract Manager:

Miami-Dade County, Strategic Procurement Division  
111 N.W. 1<sup>st</sup> Street, Suite 1375  
Miami, FL 33128-1974  
Attention: Namita Uppal, Chief Procurement Officer  
Phone: (305) 375-1574  
E-mail: Namita.Uppal@MiamiDade.Gov

**(2) To the Contractor**

Attention:  
Phone:  
E-mail:

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. PAYMENT FOR SERVICES/AMOUNT OBLIGATED**

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed

Miami-Dade County, FLRFP No. 00989

under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount of \_\_\_\_\_ (\$\_\_\_\_\_). The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

With respect to travel costs and travel-related expenses, the Contractor agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses, including employee lodging, transportation, per diem, and all miscellaneous cost and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

#### **ARTICLE 8. PRICING**

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

#### **ARTICLE 9. METHOD AND TIMES OF PAYMENT**

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. Billings from prime Contractors under services and goods contracts with the County or Public Health Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code of Miami-Dade. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such

*Miami-Dade County, FL*

*RFP No. 00989*

retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County  
Affordable Housing Trust Fund  
701 NW 1 Court  
Miami, FL 33136  
Attention: Lakisha Gray

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

#### **ARTICLE 10. INDEMNIFICATION AND INSURANCE**

The Contractor 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 Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor 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 Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor 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, the Contractor shall furnish to the Internal Services Department, Strategic Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Proposer as required by Florida Statute 440.
2. Commercial General Liability Insurance on a comprehensive basis, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.
3. Cyber Liability Insurance including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. This coverage shall be maintained for a period of no less than three (3) years

**Miami-Dade County, FL****RFP No. 00989**

after final payment of the contract. Miami-Dade County must be shown as an additional insured with respect to this coverage.

4. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
5. Crime Insurance, including employee dishonesty, forgery or alteration, computer fraud, and social engineering coverage in an amount of no less than \$3,000,000 per loss.
6. Fiduciary Liability Insurance in an amount greater than or equal to the total Revolving Loan Fund amount being administered under the program, but no less than \$1,000,000 per occurrence and in the aggregate. The limit of insurance shall be reviewed annually to assure sufficient limits are being afforded.  
Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.

The company must be rated no less than "A-" as to management, and no less than "Class VII" 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.

**The mailing address of Miami-Dade County as the certificate holder must appear on the certificate of insurance as follows:**

**Miami-Dade County  
111 N.W. 1st Street  
Suite 1300  
Miami, Florida 33128-1974**

Compliance with the foregoing requirements shall not relieve the Contractor 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. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor 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 Contractor shall assure that the Certificates of Insurance required in conjunction with this Section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the Certificate(s) of Insurance is scheduled to expire during the term of the Contract, the Contractor shall submit new or renewed Certificate(s) of

Insurance to the County a minimum of ten (10) calendar days before such expiration. In the event that expired Certificates of Insurance are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificates are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

#### **ARTICLE 11. MANNER OF PERFORMANCE**

- a) The Contractor 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 Contractor in all aspects of the Services. At the request of the County, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor 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 Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- c) The Contractor 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 Contractor agrees to adjust its personnel staffing levels or to replace any 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 Contractor 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 Contractor 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 Contractor 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 12. EMPLOYEES OF THE CONTRACTOR**

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor 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 13. INDEPENDENT CONTRACTOR RELATIONSHIP**

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, 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 Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor 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 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER**

- a) The Contractor 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 Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor 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 Contractor 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 Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor 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 Contractor'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 Contractor 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 Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

#### **ARTICLE 15. 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 Contractor, 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 Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

#### **ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING**

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors 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 17. AUDITS**

The County, or its duly authorized representatives and 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 Contractor's books, documents, papers and records and of its subcontractors 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 Section 2-481 of the Code of Miami-Dade County, the Contractor 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 Contractor 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 18. SUBSTITUTION OF PERSONNEL**

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor 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 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT**

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

#### **ARTICLE 20. SUBCONTRACTUAL RELATIONS**

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor 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 Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor 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 Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor 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 Subcontractor 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 Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors 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 Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

#### **ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS**

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor 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 Contractor. The Contractor accepts all risk associated with using this information.

#### **ARTICLE 22. SEVERABILITY**

If this Agreement 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 23. TERMINATION AND SUSPENSION OF WORK**

- a) The County may terminate this Agreement 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 Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code of Miami-Dade County.
- d) Termination for Convenience. In addition to cancellation or termination as otherwise provided in this Agreement, the County reserves the right to terminate this Agreement, in whole or in part, at any time, and without penalty or fines, for the convenience of the County, if the County shall determine in good faith that it is infeasible, in the County's best interest, or contrary to that interest to proceed with this Agreement. In the event of a termination for convenience under this Agreement, the County shall deliver to the Contractor a Notice of Termination within thirty (30) days specifying the extent to which the performance of the work under this Agreement is terminated, and the date upon which such termination becomes effective.

- e) In the event that the County exercises its right to terminate this Agreement, the Contractor 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. 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 this Agreement and not incorporated in the Services;
  - v. take no action which will increase the amounts payable by the County under this Agreement; and
  - vi. Comply with Article 41, including transferring, at no cost, to the County all public records in possession of the Contractor
- f) In the event that the County exercises its right to terminate this Agreement, the Contractor 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 24. EVENT OF DEFAULT**

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. 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 Contractor fails to provide the services outlined in the Scope of Work and Revolving Loan Fund guidelines, or fails to meet expected performance levels within the effective term of this Agreement;
  - ii. the Contractor has not delivered Deliverables on a timely basis;
  - iii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
  - iv. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
  - v. the Contractor has become insolvent (other than as interdicted by the bankruptcy

- laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
- vi. the Contractor has failed to obtain the approval of the County where required by this Agreement;
  - vii. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
  - viii. the Contractor 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 Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor'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 Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor 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 for default, the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

#### **ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE**

If an Event of Default occurs in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor 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 Contractor 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 Contractor 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 Contractor shall discontinue the Services upon the Termination Date.

#### **ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT**

If an Event of Default occurs, the Contractor 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 Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

#### **ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION**

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

#### **ARTICLE 28. CONFIDENTIALITY**

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or

the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

#### **ARTICLE 29. PROPRIETARY INFORMATION**

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors

thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

#### **ARTICLE 30. PROPRIETARY RIGHTS**

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County

or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

## **ARTICLE 31. VENDOR REGISTRATION/CONFLICT OF INTEREST**

### **a) Vendor Registration**

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

1. **Miami-Dade County Ownership Disclosure Affidavit**  
(Section 2-8.1 of the Code of Miami-Dade County)
2. **Miami-Dade County Employment Disclosure Affidavit**  
(Section 2.8.1(d)(2) of the Code of Miami-Dade County)
3. **Miami-Dade County Employment Drug-free Workplace Certification**  
(Section 2-8.1.2(b) of the Code of Miami-Dade County)
4. **Miami-Dade County Disability and Nondiscrimination Affidavit**  
(Section 2-8.1.5 of the Code of Miami-Dade County)
5. **Miami-Dade County Debarment Disclosure Affidavit**  
(Section 10.38 of the Code of Miami-Dade County)
6. **Miami-Dade County Vendor Obligation to County Affidavit**  
(Section 2-8.1 of the Code of Miami-Dade County)
7. **Miami-Dade County Code of Business Ethics Affidavit**  
(Sections 2-8.1(i), 2-11.1(b)(1) through (6) and (9), and 2-11.1(c) of the Code of Miami-Dade County)
8. **Miami-Dade County Family Leave Affidavit**  
(Article V of Chapter 11 of the Code of Miami-Dade County)
9. **Miami-Dade County Living Wage Affidavit**  
(Section 2-8.9 of the Code of Miami-Dade County)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit** (Article VIII, Section 11A-60 - 11A-67 of the Code of Miami-Dade County)
11. **Miami-Dade County E-Verify Affidavit**  
(Executive Order 11-116)
12. **Subcontracting Practices**  
(Section 2-8.8 of the Code of Miami-Dade County)
13. **Subcontractor/Supplier Listing**
14. **Form W-9 and 147c Letter**  
(as required by the Internal Revenue Service)
15. **FEIN Number or Social Security Number**  
In order to establish a file, the Contractor'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 Contractor'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/Contractor 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 Code of Miami-Dade County)
17. **Small Business Enterprises**  
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.
18. **Antitrust Laws**  
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.
19. **Miami-Dade County Pay Parity Affidavit**  
(Resolution R-1072-17)

### **b) Conflict of Interest and Code of Ethics**

Section 2-11.1(d) of the Code of Miami-Dade County 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. All autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Code of Miami-Dade County relating to Conflict of Interest and Code of Ethics. In accordance with Section 2-11.1 (y), the Miami-Dade County Commission on Ethics and Public Trust (Ethics Commission) shall be empowered to review, interpret, render advisory opinions and letters of instruction and enforce the Conflict of Interest and Code of Ethics Ordinance.

## ARTICLE 32. 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 Contractor 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 Contractor'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 Contractor, its officers, agents, employees, subcontractors 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 Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor 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. 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 Contractor. 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 Implementing Order 3-38; (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 shall have the power 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 Contractor, 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 Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor 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 Contractor'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 subcontractors 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 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS**

Contractor 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 Small Business Enterprises Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics."
- e) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work."
- f) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave."
- g) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

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*Miami-Dade County, FL*

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*RFP No. 00989*

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- h) The Equal Pay Act of 1963, as amended (29 U.S.C. 206(d)).
- i) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited."
- j) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 et seq.) "Discrimination," as may be amended.
- k) Chapter 22 of the Code of Miami-Dade County (§ 22-1 et seq.) "Wage Theft."
- l) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 et seq.) "Business Regulations."
- m) Any other laws prohibiting wage rate discrimination based on sex.
- n) Chapter 280, Florida Statutes, regarding the deposit and control of the County funds, including but not limited to, depositing and maintaining all County trust funds with a qualified public depository, as the term is defined in Chapter 280, Florida Statutes.
- o) The Americans with Disabilities Act (ADA) of 1990 (and related Acts).
- p) The Federal Fair Housing Act, 42 U.S.C. § 3601 et seq., as amended.
- q) Section 760.20 et seq. of the Florida Statutes (Florida Fair Housing Act), as amended.

Pursuant to Resolution R-1072-17, by entering into this Contract, the Contractor is certifying that the Contractor is in compliance with, and will continue to comply with, the provisions of items "h" through "m" above.

The Contractor 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 Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Contractor prior to authorizing work and as needed.

Notwithstanding any other provision of this Agreement, Contractor 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 Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

#### **ARTICLE 34. NONDISCRIMINATION**

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants 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 Contractor 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 Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor 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 Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

#### **ARTICLE 35. CONFLICT OF INTEREST**

The Contractor 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 Contractor in this Agreement. This Agreement is entered into by the Contractor 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 Contractor 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 Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor'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 Contractor 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 Contractor 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, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

**ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION**

Under no circumstances shall the Contractor 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 Contractor 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 contractor, 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 Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

**ARTICLE 37. BANKRUPTCY**

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor 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 Contractor under federal bankruptcy law or any state insolvency law.

**ARTICLE 38. 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 39. COUNTY USER ACCESS PROGRAM (UAP)****a) User Access Fee**

Pursuant to Section 2-8.10 of the Code of Miami-Dade County, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory.

**b) Joint Purchase**

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within three (3) business days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

#### **c) Contractor Compliance**

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

#### **ARTICLE 40. FIRST SOURCE HIRING REFERRAL PROGRAM**

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at <https://iapps.careersourcesfl.com/firstsource/>.

#### **ARTICLE 41. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY**

The Contractor shall comply with the Public Records Laws of the State of Florida, section 119, Florida Statutes, including by, but not limited to: (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) upon request from the County's custodian of public records identified herein, providing the County with a copy of the requested records or allowing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., Miami-Dade Administrative Order No. 4-

48, or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement's term and following completion of the services under this Agreement if the Contractor does not transfer the records to the County; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

For purposes of this Article, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the County.

Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement. In the event the Contractor fails to meet any of these provisions or fails to comply with Florida's Public Records Laws, the Contractor shall be responsible for indemnifying the County in any resulting litigation and the Contractor shall defend its claim that any public record is confidential, trade secret, or otherwise exempt from inspection and copying under Florida's Public Records Law.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, [ISD-VSS@MIAMIDADE.GOV](mailto:ISD-VSS@MIAMIDADE.GOV), 111 NW 1<sup>st</sup> STREET, SUITE 1300, MIAMI, FLORIDA 33128**

#### **ARTICLE 42. 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 Contractor 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.

Miami-Dade County, FL

RFP No. 00989

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

Contractor

Miami-Dade County

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Carlos A. Gimenez

Title: \_\_\_\_\_

Title: Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Corporate Secretary/Notary Public

Attest: \_\_\_\_\_  
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form  
and legal sufficiency

\_\_\_\_\_  
Assistant County Attorney

**Attachment A**

## Sec. 17-132.1. - Revolving loan fund.

Notwithstanding any other provision of this article or the Code or resolution to the contrary, all general fund revenues as defined herein, as 50 percent of actual carryover funds in excess of the adopted budget, up to \$10,000,000.00 to the Affordable Housing Trust Fund, subject to appropriation each year, shall be placed into the Trust on an annual basis and shall be used for a revolving loan fund ("Revolving Loan Fund") to be operated as set forth in this section and section 17-132 of the Code. The general fund revenues, all repayments of general fund revenues, and all interest paid on loans made from the Revolving Loan Fund shall be deposited into a separate interest-bearing account. All funds deposited into the account shall be used solely for the purposes of making eligible loans to developers and for administration of the Revolving Loan Fund, including payment of the outside administrator. The Revolving Loan Fund shall operate as follows:

- (a) Short Term Loans, as defined in the Revolving Loan Fund guidelines, shall be made available to developers for the construction, rehabilitation, or acquisition of land or housing for sale or rental to homebuyers or renters whose household annual income does not exceed 140 percent of the area median income adjusted for family size.
- (b) Revolving Loan Fund monies may be used for single-family or multi-family housing.
- (c) Loans shall be awarded based on underwriting criteria, set forth in the Revolving Loan Fund guidelines to be created by the board of trustees and approved by the Board of County Commissioners and preference shall be given to developments located in Commission Districts with the highest need, as determined by the Board of County Commissioners after recommendations by the County Mayor or the County Mayor's designee, taking into account any statistics from the United States Department of Housing and Urban Development related to areas within Miami-Dade County that have the greatest need for affordable housing and to developments with long-term affordability. No competitive process shall be required for the award of Revolving Loan Fund monies.
- (d) The Revolving Loan Fund shall be administered by an outside administrator selected through a competitive Request for Proposals process. The Board of Trustees of the Trust shall serve as the selection committee for review of the Requests for Proposals and shall make a recommendation to the Board of County Commissioners for the selection of an outside administrator. The Board of County Commissioners shall make the final choice of outside administrator. The administrator chosen by the Board of County Commissioners must demonstrate the ability and financially commit to provide its funds to leverage the funds in the Revolving Loan Fund, must demonstrate a proven track record of administering similar programs and must demonstrate an ability to combine the Revolving Loan Fund monies with existing affordable housing resources. Nothing herein shall prohibit the selection of a Community Development Financial Institution, lender, bank, or other financial institution from being chosen as the outside administrator for the Revolving Loan Fund. The initial Request for Proposals shall be issued by September 30, 2017.
- (e) The chosen administrator shall enter into a contract with the County for the administration of the Revolving Loan Fund. Among other things, the contract shall provide that the administrator comply with all relevant County contracting provisions and shall provide the County the opportunity to terminate the contract for the administrator's breach of the contract.
- (f) The final award of all loans from the Revolving Loan Fund must be approved by the chosen administrator and shall not require approval of the Board of County Commissioners.

**Attachment A**

- (g) The chosen administrator shall make bi-annual reports to the Trust Board of Trustees and the Board of County Commissioners on the status of the Revolving Loan Fund and each of the outstanding loans.
- (h) The County Mayor or the County Mayor's designee shall make annual reports to the Board of County Commissioners on the status of the Revolving Loan fund and on the performance of the chosen administrator.

(Ord. No. 16-127, § 2, 11-1-16)

Miami-Dade County, FL

RFP No. 00989

## PROPOSER INFORMATION

### **Proposer's Relevant Experience, Qualifications and Past Performance**

1. Describe Proposer has a minimum of five years of experience managing a loan fund or financing facility that is similar in size and type as listed in this Solicitation and that includes loans or equity investments.

2. Demonstrate Proposer has experience structuring mixed financing, which include significant affordable housing components and involve multiple investors or funders to include, but which are not limited to:

- i. Public Agencies
- ii. Foundations
- iii. Commercial Sector Investors

3. Provide evidence Proposer has proven financial capacity of sufficient strength to provide management of the Revolving Loan Fund, to be demonstrated by audited financial statements and balance sheets for a minimum of three years.

4. Describe the Proposer's past performance and experience and state the number of years that the Proposer has been in existence, the current number of employees, and the primary markets served.

5. Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three years. The description should identify for each project:

- i. Client
- ii. Description of work
- iii. Total dollar value of the contract
- iv. Dates covering the term of the contract
- v. Client contact person and phone number
- vi. Statement of whether Proposer was the prime contractor or subcontractor,
- vii. The results of the project

Where possible, list and describe those projects performed for government clients or similar size private entities (excluding any work performed for the County).

6. List all contracts which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Miami-Dade County Code, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such the Proposer must list and describe all work performed for Miami-Dade County and include for each project: (i) name of the County Department which administers or administered the contract, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) County contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project.

7. Describe Proposer's experience and expertise in administering and creating Revolving Loan Fund policies, procedures, and services.

8. Describe Proposer's knowledge and experience with:
- i. Financing and re-financing
  - ii. Lender and investor credit underwriting and tax issues
  - iii. Florida Housing Finance Corporation (FHFC) 4% and 9% Low Income Housing Tax Credits (LIHTC)
  - iv. State, local and federal funding resourcing including:
    - a. Documentary Stamp Surtax
    - b. State Housing Initiatives Partnerships (SHIP)
    - c. Section 8 Housing Voucher Program
    - d. Community Development Block Grant (CDBG)
    - e. Home Investment Partnerships (HOME) Program
    - f. Emergency Solutions Grant (ESG)
    - g. State Apartment Incentive Loan (SAIL)
  - v. Other viable sources of short and long-term, financing for affordable rental housing
  - vi. Tax increment financing from Community Redevelopment Agencies

9. Describe Proposer's experience and track record managing similar fund(s).

10. Describe Proposer's experience with underwriting loans, similar to what is being contemplated for the Revolving Loan Fund and include a sample underwriting report.

11. Provide two references from appropriate and relevant clients for which the Proposer is managing their funds to include:

- i. Name/title
- ii. Contact information (phone and email)
- iii. Length of service with Proposer

12. Provide examples of Financial and Investment portfolio performance results from previously administered loan funds to include information on capital raised, loans repaid, defaults, late receivables, collections and foreclosures.

13. Provide documentation exhibiting Proposer's available capital for lending, and risk (equity) capital and any other information the Proposer deems relevant and can bring to the Revolving Loan Fund.

14. Describe Proposer's knowledge of Miami-Dade County (demographics, economic indicators, housing needs, etc.) related to the service to be performed.

15. Provide a brief history of the Proposer's organization including ownership structure, past mergers or acquisitions, and any other organization with which the Proposer is affiliated. Identify if the Proposer or any affiliated subcontractors are involved in discussions that could change the basic structure of the ownership in the next 12 to 24 months.

**Qualifications of Key Personnel and Subcontractors' Key Personnel Performing Services**

16. Provide an organization chart showing all key personnel, including their titles, to be assigned to this contract. This chart must clearly identify the Proposer's employees and those of the subcontractors and should include the functions to be performed by the key personnel. All key personnel include all partners, managers, seniors and other professional staff that will perform work and/or services in this contract. Include the following information:

- a) Name/title
- b) Qualifications/relevant client experiences
- c) Length of service with Proposer
- d) Current account responsibilities
- e) Role for this project

17. Provide resumes, if available, with job descriptions and other detailed qualification information on all key personnel who will be assigned to this contract, including any key personnel of subcontractors.

**Note:** After proposal submission, but prior to the award of any contract issued as a result of this Solicitation, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the key personnel identified in its proposal.

18. List the names and addresses of all subcontractors, and describe the extent of work to be performed. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects.

**Proposed Approach to Providing the Services**

19. Describe Proposer's specific business plan, strategy and procedures to be used raising capital, designing the fund structure and guidelines and managing the fund operations to achieve projected outcomes as detailed in the Scope of Services (see Section 2.0).

20. Describe Proposer's approach to (i) matching funds which can be raised in the current economic environment, (ii) the real estate context of South Florida, in particular Miami-Dade County and (iii) potential strategic options given lessons learned from the experiences to date from acquisition funds established over the past five years in other parts of the Country. This narrative should include options for consideration in terms of fund structure, types of projects to be financed, and other sources of capital to be leveraged on a project by project basis.

21. Describe key issues that the Proposer would consider important in designing and raising capital, to include fees and associated costs in operating and structuring the Revolving Loan Fund.

22. Describe Proposer's options for the fund structure, types of projects to be financed, and other sources of capital to be leveraged on a project by project basis.

23. Describe Proposer's approach to work with staff of PHCD and other community partners to evaluate projects and organization and management, including the responsibilities of Proposer's management and staff personnel that will perform work in this project.

24. Provide a schedule identifying specific key tasks, duration, benchmarks, deadlines and implementation of service (i.e. preparation of forms, guidelines, website, etc.).

25. Describe Proposer's investment strategy for the Revolving Loan Fund, including the identification of sources of investments to be secured to serve the core component of the Revolving Loan Fund to include, but is not limited to: types of capital to be raised, proposed credit underwriting guidelines, types of projects to be financed, range of financing structures to be utilized, plan to work with other lenders structure for appropriate and adequate financing.

26. Describe Proposer's ability to leverage funds, the process, sources of capital and projected gains.

27. Describe Proposer's marketing and outreach plan to engage with local developers.

28. Describe Proposer's plan to address non-performing loans and investments.

29. Provide proposed terms defining risk, return on investment, and other issue for the capital of different classes of investors for the Revolving Loan Fund's structure fund.

30. Provide Proposer's capability to provide a consortium/funding pool and describe the terms of participation.

31. Describe Proposer's expected term sheets (i.e. origination fees, penalties, charges to assess applicant, etc.) for different types of financial products to be available through the Revolving Loan Fund.

32. Describe Proposer's process for evaluating proposals and funding deals from developers on a year round basis.

33. Describe Proposer's plan to provide gap financing and capital injections through the Revolving Loan Fund to complete financing needed for desirable affordable housing developments in Miami-Dade County.

34. Describe Proposer's training plan to include standard operating procedures on how the Revolving Loan will be handled, business technical assistance, a training schedule for the Proposer's staff, subcontractors, the AHTF Board, Community Development staff and any other pertinent training materials the Proposer and AHTFB deems necessary.

35. Describe Proposer's capability to provide: (i) monthly reports containing, at a minimum, information on the Revolving Loan Fund's balance and the number of applicants for funds; on loan applications, outstanding program-related loans and investment portfolios in a form and detail approved by AHTFB, including, without limitation, aggregate data on loans, total value of loans, interest rates, loan denials, loan terms, loan default rates and amounts; and (ii) semi-annual reports on the status of the Revolving Loan Fund.

36. Provide Proposer's payment schedule to include disbursement of funded loans, interest gains, maturity of loans, etc.

37. Provide Proposer's budget/cost analysis to include expected revenues and expenditures for the Revolving Loan Fund. The Budget should include the Proposer's fees which shall be all inclusive and which shall be comprised of any salary, fringe benefits, insurance costs, supplies, technology fees, implementation expenses and share of administrative expenses.

38. Identify if Proposer has taken any exception to the terms of this Solicitation. If so, indicate what alternative is being offered and the cost implications of the exception(s).

39. Provide information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.



**Submittal Form**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                            |                                                                               |                                                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|-------------------------------------------------------------------------------|------------------------------------------------------|
| Solicitation No. RFP-00989                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                            | Solicitation Title: Revolving Loan Fund Administrator                         |                                                      |
| Legal Company Name (include d/b/a if applicable):<br><input style="width:90%;" type="text"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                            | Federal Tax Identification Number:<br><input style="width:90%;" type="text"/> |                                                      |
| If Corporation - Date Incorporated/Organized:<br><input style="width:90%;" type="text"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                            | State Incorporated/Organized:<br><input style="width:90%;" type="text"/>      |                                                      |
| Company Operating Address:<br><input style="width:95%;" type="text"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | City:<br><input style="width:90%;" type="text"/>                           | State:<br><input style="width:30%;" type="text"/>                             | Zip Code:<br><input style="width:30%;" type="text"/> |
| Miami-Dade County Address (if applicable):<br><input style="width:95%;" type="text"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | City:<br><input style="width:90%;" type="text"/>                           | State:<br><input style="width:30%;" type="text"/>                             | Zip Code:<br><input style="width:30%;" type="text"/> |
| Company Contact Person:<br><input style="width:90%;" type="text"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Email Address:<br><input style="width:95%;" type="text"/>                  |                                                                               |                                                      |
| Phone Number (include area code):<br><input style="width:80%;" type="text"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Company's Internet Web Address:<br><input style="width:95%;" type="text"/> |                                                                               |                                                      |
| <p><b>Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.</b></p> <p><input type="checkbox"/> Place a check mark here only if Proposer has such conviction to disclose to comply with this requirement.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                            |                                                                               |                                                      |
| <p><b>LOCAL PREFERENCE CERTIFICATION:</b> For the purpose of this certification, and pursuant to Section 2-8.5 of the Code of Miami-Dade County, a "local business" is a business located within the limits of Miami-Dade County that has a valid Local Business Tax Receipt issued by Miami-Dade County at least one year prior to proposal submission; has a physical business address located within the limits of Miami-Dade County from which business is performed and which served as the place of employment for at least three full time employees for the continuous period of one year prior to Proposal submittal (by exception, if the business is a certified Small Business Enterprise, the local business location must have served as the place of employment for one full time employee); and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.</p> <p><input type="checkbox"/> Place a check mark here only if affirming Proposer meets requirements for Local Preference. <b>Failure to complete this certification at this time (by checking the box above) may render the vendor ineligible for Local Preference.</b></p> |                                                                            |                                                                               |                                                      |
| <p><b>LOCAL CERTIFIED VETERAN BUSINESS ENTERPRISE CERTIFICATION:</b> A Local Certified Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to proposal submission is certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.</p> <p><input type="checkbox"/> Place a check mark here only if affirming Proposer is a Local Certified Veteran Business Enterprise. <b>A copy of the certification must be submitted with this proposal.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                            |                                                                               |                                                      |
| <p><b><u>SMALL BUSINESS ENTERPRISE CONTRACT MEASURES (if Applicable)</u></b></p> <p>A Small Business Enterprise (SBE) must be certified by Small Business Development for the type of goods and/or services the Proposer provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact Small Business Development at (305) 375-3111 or access <a href="http://www.miamidade.gov/smallbusiness/certification-programs.asp">http://www.miamidade.gov/smallbusiness/certification-programs.asp</a>. The SBE must be certified by proposal submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE program during the contract may remain on the contract.</p> <p>Is Proposer's firm a Miami-Dade County Certified Small Business Enterprise?      Yes <input type="checkbox"/>      No <input type="checkbox"/></p> <p>If yes, please provide Certification Number: <input style="width:200px;" type="text"/></p>                                                                                                                                                                                                                                                                            |                                                                            |                                                                               |                                                      |

**SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN**

**PETROLEUM ENERGY SECTOR LIST:**

By executing this proposal through a duly authorized representative, the Proposer certifies that the Proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the Proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the Proposer shall execute the proposal through a duly authorized representative and shall also initial this space: . In such event, the Proposer shall furnish together with its Proposal response a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The Proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the Proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

**WAIVER OF CONFIDENTIALITY AND TRADE SECRET TREATMENT OF PROPOSAL**

The Proposer acknowledges and agrees that the submittal of the Proposal is governed by Florida's Government in the Sunshine Laws and Public Records Laws as set forth in Florida Statutes Section 286.011 and Florida Statutes Chapter 119. As such, all material submitted as part of, or in support of, the proposal will be available for public inspection after opening of proposals and may be considered by the County or a selection committee in public.

**By submitting a proposal pursuant to this Solicitation, Proposer agrees that all such materials may be considered to be public records. The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential.**

In the event that the Proposal contains a claim that all or a portion of the Proposal submitted contains confidential, proprietary or trade secret information, the Proposer, by signing below, knowingly and expressly waives all claims made that the Proposal, or any part thereof no matter how indicated, is confidential, proprietary or a trade secret and authorizes the County to release such information to the public for any reason.

**Acknowledgment of Waiver:**

|                                                                                    |                                       |
|------------------------------------------------------------------------------------|---------------------------------------|
| <b>Proposer's Authorized Representative's Signature:</b><br><input type="text"/> * | <b>Date</b><br><input type="text"/> * |
| <b>Type or Print Name</b><br><input type="text"/> *                                |                                       |
| <b>Type or Print Title *</b><br><input type="text"/>                               |                                       |

**The submittal of a proposal by a Proposer will be considered a good faith commitment by the Proposer to negotiate a contract with the County in substantially similar terms to the proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into a contract substantially in the terms herein.**

|                                                                                    |                                       |
|------------------------------------------------------------------------------------|---------------------------------------|
| <b>Proposer's Authorized Representative's Signature:</b><br><input type="text"/> * | <b>Date</b><br><input type="text"/> * |
| <b>Type or Print Name</b><br><input type="text"/> *                                |                                       |
| <b>Type or Print Title *</b><br><input type="text"/>                               |                                       |



**FAIR SUBCONTRACTING PRACTICES**

**In compliance with Miami-Dade County Code Section 2-8.8, the Bidder/Proposer shall submit with the proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors.**

**NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT**

Signature

Date



**SUBCONTRACTOR/SUPPLIER LISTING**  
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Name of Bidder/Proposer: \_\_\_\_\_ FEIN No. \_\_\_\_\_

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all Bidders/Proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all Proposers on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The Bidder/Proposer who is awarded this contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The Bidder/Proposer should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the recommended Bidder/Proposer demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the Bidder/Proposer shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

(Please duplicate this form if additional space is needed.)

| Business Name and Address of First Tier Direct Supplier | Principal Owner | Supplier/Materials/ Services to be Provided by Supplier | Principal Owner<br>(Enter the number of male and female owners by race/ethnicity) |   |       |       |          |                        |                                 |       | Employee(s)<br>(Enter the number of male and female employees and the number of employees by race/ethnicity) |   |       |       |          |                        |                                 |       |
|---------------------------------------------------------|-----------------|---------------------------------------------------------|-----------------------------------------------------------------------------------|---|-------|-------|----------|------------------------|---------------------------------|-------|--------------------------------------------------------------------------------------------------------------|---|-------|-------|----------|------------------------|---------------------------------|-------|
|                                                         |                 |                                                         | M                                                                                 | F | White | Black | Hispanic | Asian/Pacific Islander | Native American/ Native Alaskan | Other | M                                                                                                            | F | White | Black | Hispanic | Asian/Pacific Islander | Native American/ Native Alaskan | Other |
|                                                         |                 |                                                         |                                                                                   |   |       |       |          |                        |                                 |       |                                                                                                              |   |       |       |          |                        |                                 |       |
|                                                         |                 |                                                         |                                                                                   |   |       |       |          |                        |                                 |       |                                                                                                              |   |       |       |          |                        |                                 |       |
|                                                         |                 |                                                         |                                                                                   |   |       |       |          |                        |                                 |       |                                                                                                              |   |       |       |          |                        |                                 |       |

| Business Name and Address of First Tier Subcontractor/ Subconsultant | Principal Owner | Scope of Work to be Performed by Subcontractor/ Subconsultant | Principal Owner<br>(Enter the number of male and female owners by race/ethnicity) |   |       |       |          |                        |                                 |       | Employee(s)<br>(Enter the number of male and female employees and the number of employees by race/ethnicity) |   |       |       |          |                        |                                 |       |
|----------------------------------------------------------------------|-----------------|---------------------------------------------------------------|-----------------------------------------------------------------------------------|---|-------|-------|----------|------------------------|---------------------------------|-------|--------------------------------------------------------------------------------------------------------------|---|-------|-------|----------|------------------------|---------------------------------|-------|
|                                                                      |                 |                                                               | M                                                                                 | F | White | Black | Hispanic | Asian/Pacific Islander | Native American/ Native Alaskan | Other | M                                                                                                            | F | White | Black | Hispanic | Asian/Pacific Islander | Native American/ Native Alaskan | Other |
|                                                                      |                 |                                                               |                                                                                   |   |       |       |          |                        |                                 |       |                                                                                                              |   |       |       |          |                        |                                 |       |
|                                                                      |                 |                                                               |                                                                                   |   |       |       |          |                        |                                 |       |                                                                                                              |   |       |       |          |                        |                                 |       |
|                                                                      |                 |                                                               |                                                                                   |   |       |       |          |                        |                                 |       |                                                                                                              |   |       |       |          |                        |                                 |       |

Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to contracting department or on-line to the Small Business Development of the Internal Services Department at <http://www.miamidade.gov/business/subcontractor-development-contracts.asp>. As a condition of final payment, Bidder/Proposer shall provide subcontractor information on the Subcontractor Payment Report Sub 200 form which can be found at <http://www.miamidade.gov/business/library/forms/subcontractors-payment.pdf>.

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Signature of Bidder/Proposer: \_\_\_\_\_ Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_ Date: \_\_\_\_\_

333



**AFFIDAVIT OF MIAMI-DADE COUNTY  
LOBBYIST REGISTRATION FOR ORAL PRESENTATION**

(1) Solicitation Title:  Solicitation No.:

(2) Department:

(3) Proposer's Name:

Address:  Zip:

Business Telephone:  E-Mail:

**(4) List All Members of the Presentation Team Who Will Be Participating in the Oral Presentation:**

| Name | Title | Employed By | Email Address |
|------|-------|-------------|---------------|
|      |       |             |               |
|      |       |             |               |
|      |       |             |               |
|      |       |             |               |
|      |       |             |               |
|      |       |             |               |
|      |       |             |               |
|      |       |             |               |

(ATTACH ADDITIONAL SHEETS IF NECESSARY)

The individuals named above are Registered and the Registration Fee is not required for the Oral Presentation ONLY.

Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection, technical review or similar committee must be listed on an affidavit provided by the County. The affidavit shall be filed with the Clerk of the Board at the time the response is submitted. The individual or firm must submit a revised affidavit for additional team members added after submittal of the proposal with the Clerk of the Board prior to the oral presentation. Any person not listed on the affidavit or revised affidavit may not participate in the oral presentation, unless he or she is registered with the Clerk's office and has paid all applicable fees.

Other than for the oral presentation, Proposers who wish to address the county commission, county board or county committee concerning any actions, decisions or recommendations of County personnel regarding this solicitation in accordance with Section 2-11.1(s) of the Code of Miami-Dade County MUST register with the Clerk of the Board and pay all applicable fees.

I do solemnly swear that all the foregoing facts are true and correct and I have read or am familiar with the provisions of Section 2-11.1(s) of the Code of Miami-Dade County as amended.

Signature of Authorized Representative:  Title:

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this ,

by , a , who is personally known  
(Individual, Officer, Partner or Agent) (Sole Proprietor, Corporation or Partnership)

to me or who has produced  as identification and who did/did not take an oath.

\_\_\_\_\_  
(Signature of person taking acknowledgement)

\_\_\_\_\_  
(Name of Acknowledger typed, printed or stamped)

\_\_\_\_\_  
(Title or Rank)

\_\_\_\_\_  
(Serial Number, if any)

Series 501

Miami-Dade County

RFP No. 00989

# FORM 1

## Price Proposal Schedule

The Proposer's fee shall be submitted on this 1 "Price Proposal Schedule," and in the manner stated herein. Proposer is requested to fill in the applicable blanks on this form.

### 1. PROPOSED STRUCTURE

The Proposer shall state its proposed fees for providing all services as stated in Section 2.0, Scope of Services as follows:

| Time Period              | Annual Fee              |
|--------------------------|-------------------------|
| Year 1 as defined herein | \$ <input type="text"/> |
| Year 2 as defined herein | \$ <input type="text"/> |
| Year 3 as defined herein | \$ <input type="text"/> |
| Year 4 as defined herein | \$ <input type="text"/> |
| Year 5 as defined herein | \$ <input type="text"/> |
| <b>TOTAL</b>             | \$ <input type="text"/> |

### 2. TERM SHEET FEE SCHEDULE

| Term Sheet Fee Type | % to County (Revolving Loan Fund) | % to Retain (Administrator) |
|---------------------|-----------------------------------|-----------------------------|
| Loan Origination    | % <input type="text"/>            | <input type="text"/>        |
| Penalties           | % <input type="text"/>            | <input type="text"/>        |
| Interest Gains      | % <input type="text"/>            | <input type="text"/>        |
| Other               | % <input type="text"/>            | <input type="text"/>        |
| Other               | % <input type="text"/>            | <input type="text"/>        |
| Other               | % <input type="text"/>            | <input type="text"/>        |

**Terms and Conditions:**

1. Fees shall be all-inclusive and paid on a monthly basis in 12 equal installments. No "add-on" charges for services shall be accepted.
2. Any commissions shall be included in Proposer's proposed rates, and any commission shall be available for review as requested by the County.
3. All rates shall be guaranteed for the 5 year contract period.
4. Proposer's Price Proposal may not be contingent on any assumptions or proposed restrictions. Any price proposal that is conditioned may be deemed non-responsive pursuant to Section 1.3 of the RFP.
5. Proposed rates in Section 1 above will be used to determine the price points for the Price criterion as indicated in Section 4.2 of this Solicitation.
6. Proposed rates in Section 2 are for informational purposes only and will not be used for evaluation of this Solicitation.

## Question and Answers for Solicitation #RFP-00989 - Revolving Loan Fund Administrator

### Overall Solicitation Questions

There are no questions associated with this Solicitation.