# COMBINED REQUEST FOR APPLICATIONS (RFA) FOR HOUSING ACTIVITIES

# HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM
# STATE HOUSING INITIATIVES PARTNERSHIP (SHIP)

The City of Miami Beach is pleased to announce that it is accepting applications for rehabilitation initiatives to upgrade the housing stock in Miami Beach using funds provided by the U.S. Department of Housing and Urban Development (HUD) under the HOME Investment Partnerships (HOME) Program. The City of Miami Beach is also accepting applications from qualified entities to sponsor a scattered-site Home Ownership Program using funds under the State Housing Initiatives Partnership (SHIP) Program provided by the Florida Housing Finance Corporation (FHFC). Applications will be available beginning on March 28, 2013.

Applicants may be for-profit or not-for-profit corporations or partnerships. Applicants must demonstrate the necessary capacity and experience to effectively produce the proposed units on time and on budget.

**Applications must be received not later than 5:00 p.m., Friday, April 26, 2013.**

**ANY APPLICATION RECEIVED AFTER 5:00 P.M. ON APRIL 26, 2013, WILL BE RETURNED TO THE APPLICANT UNOPENED, AND WILL NOT BE CONSIDERED. THE RESPONSIBILITY FOR SUBMITTING APPLICATIONS BEFORE THE STATED TIME AND DATE IS SOLELY THE RESPONSIBILITY OF THE APPLICANT. THE CITY WILL NOT BE RESPONSIBLE FOR DELAYS CAUSED BY MAIL, COURIER SERVICE, OR ANY OTHER ENTITY OR OCCURRENCE.**

**Applications should be submitted to:**

**City of Miami Beach**
**Office of Real Estate, Housing and Community Development (REHCD)**
**555 17th Street**
**Miami Beach, FL 33139**
**Attn: Housing Activities RFA 2013/2014**

**An application pre-submission conference for HOME/SHIP Program applicants will be held on Wednesday, April 10, 2013, at 9:00 a.m., at the above address**
**ATTENDENCE IS MANDATORY FOR ALL HOME/SHIP PROGRAM APPLICANTS**

For further information, contact REHCD at (305) 673-7260.

EQUAL HOUSING OPPORTUNITY

**THE CITY OF MIAMI BEACH IS AN EQUAL OPPORTUNITY HOUSING PROVIDER**

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## FUNDS AVAILABLE AND ELIGIBLE ACTIVITIES

The City has available a total of **$321,552** of HOME Program funds (subject to funds availability and allocation from U.S. HUD), for projects to be funded under this RFA. HOME Program funds are available to pay for eligible development hard costs, acquisition costs, related soft costs, and relocation costs. HOME Program funds are being provided as deferred loans for the following three categories of activities:

- Rehabilitation of existing multi-family buildings (buildings containing more than 4 units).
- Acquisition and rehabilitation of existing multi-family buildings (buildings containing more than 4 units).
- Acquisition and/or rehabilitation of scattered-site units.

If the applicant desires to undertake activities under more than one of the eligible categories, a separate application must be submitted for each category requested.

The City has available a total of **$19,706** of SHIP funds for projects to be funded under this RFA. This funding will be provided to organizations that have the required experience and organizational capability to coordinate a program that selects qualified home buyers, provides home ownership counseling, evaluates the need for rehabilitation in units purchased, and supervises the completion of such rehabilitation work. All housing units assisted in this program must be located in Miami Beach.

## FUNDING APPROVAL AND DISBURSEMENT OF FUNDS

Applications will be evaluated on the basis of the following criteria: project description, cost factors, leveraging of public and private funds, experience and management capacity of the applicant, financial capacity of the applicant, and the ability of the applicant to proceed promptly, and to complete the project on schedule and within budget.

All applications will be reviewed by the City Administration for completeness and compliance with the terms of the RFA and the HOME Program and SHIP Program requirements. Applications deemed in compliance will be presented to the City's Loan Review Committee for review and recommendation. Projects recommended for funding will be submitted to the Mayor and City Commission for final approval.

<u>HOME Applications</u>

A HOME Program Funding Agreement will be entered into between the City and applicant once all pre-conditions have been met. In the event that construction does not commence within 12 months of execution of the Agreement, the fund commitment may be canceled. Recipients of HOME funds will also be required to execute a Mortgage and Security Agreement, Promissory Note, and/or related loan documents, as deemed necessary by the City, at it's sole discretion.

No funds allocated under this RFA will be disbursed until the HOME Program Funding Agreement and accompanying documents have been executed. Following the execution of all documents, funds will be disbursed only for work already in place, and only upon presentation of payment requests in form prescribed

by the City, with supporting documentation attached. Payment for construction costs will be on a progress payment basis, subject to inspection of the project by the City. Ten percent of the amount approved for construction will be retained until the project is completed and final lien waivers have been executed. Up to ten percent of the grant amount approved for acquisition of existing, multi-family properties for rehabilitation may also be retained until the project is completed and final lien waivers have been executed. Payment for eligible soft costs will be on a reimbursement basis only.

Applicant review of the HOME Program Final Rule, 24 CFR Part 92, as amended, is recommended. If an applicant purchases a building, or makes an offer to purchase a building, which is occupied, the occupants are entitled to the benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and Section 104(d) of the Housing and Community Development Act of 1974. Regulations for displacement, relocation and acquisition are provided in 24 CFR Part 92.353.

**Minimum requirements for application submission: Applicants submitting applications may be not-for-profit or for-profit corporations or partnerships. Applicants must have a minimum of five (5) years of experience in the acquisition, rehabilitation, and rental of affordable rental housing.**

SHIP Applications

Acquisition/rehabilitation work to be funded in connection with this RFA must relate to the objective of assisting low-income and workforce homebuyers and homeowners to purchase and/or rehabilitate existing single-family housing (to include condominiums). As described in the City's Local Housing Assistance Plan, the strategy is to assist very low, low, and moderate-income buyers, and persons with special needs, including eligible City of Miami Beach staff, to purchase affordable housing in the City of Miami Beach, as follows:

- A minimum of 30 percent of the total funds for units for home ownership opportunities for homebuyers earning at or below 50 percent of area median income;

- A minimum of 30 percent of total funds for units for home ownership opportunities for homebuyers earning at or below 80 percent of area median income;

- The remaining funds for units for home ownership opportunities for homebuyers earning at or below 120 percent of area median income and to persons with special needs.

SHIP Program funds will be committed formally by a written agreement entered into by the City and the applicant. No funds will be disbursed until such a funding agreement has been executed. Once the agreement is executed the funds will be reserved by the City for a period of not more than six (6) months. The City reserves the right to cancel such funding reservations if projects are not proceeding satisfactorily towards commencement within six (6) months of execution of the agreement.

Following the execution of all property acquisition/rehabilitation documents, funds will be disbursed only for work already completed, and only upon presentation of payment requests in the form prescribed by the City, with supporting documentation attached. Individual homebuyers who are beneficiaries of SHIP funds will be required to execute a restrictive covenant, promissory note, regulatory agreement and/or other documents.

Applicants are encouraged to review the City's Local Housing Assistance Plan, adopted on April 14, 2010.

**Minimum requirements for application submission: Applicants submitting applications may be not-for-profit or for-profit corporations or partnerships. Applicants must have a minimum of five (5) years of experience in the acquisition and rehabilitation of owner-occupied affordable housing.**

**Selection criteria will include, but is not limited to:**

**(1) Ability to provide strong construction management practices and to provide first quality materials, including landscaping if applicable**

**(2) Ability to perform all applicant selection and income certification processes in accordance with local, state, and federal regulations**

**(3) Ability to comply with the City's reporting requirements**

**(4) Total project cost**

**(5) Total number of units**

**(6) Leveraging**

**(7) Ability to conform to the City's plan for spatial de-concentration**

**(8) Ability to provide homeowners with HUD-Certified Homeownership Counseling**

**(9) Ability to provide individualized training to homebuyers on issues such as home maintenance and budgeting**

**(10) Ability to demonstrate that the organization participates in the Welfare Transition Program**

**The Office of Real Estate, Housing and Community Development will review all responses to the RFA to ensure compliance with the requirements of the RFA as well as under applicable Florida Statutes, the SHIP Ordinance, Resolutions and this Plan. All eligible applications will be submitted to the City's Loan Review Committee. The Committee will review all applications in accordance with the criteria as outlined in the RFA.**

## SUBMISSION INSTRUCTIONS

* Applications must be typed. Submit one original hard copy and three photocopies of the application. The original shall have signatures in blue ink. All original documents shall not exceed 8½" x 11" paper size. Each copy must be submitted in a separate 3-ring binder

.

* If your organization is planning to request funding for more than one of the eligible categories, each activity must be submitted as a separate application with a separate budget for review.

* **Applications must be received by the City not later than 5:00 p.m., Friday, April 26, 2013.**

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**MODIFICATION/WITHDRAWALS OF PROPOSALS**

An Applicant may submit a modified Application to replace all or any portion of a previously submitted Application up until the Application due date and time. Modifications received after the Application due date and time will not be considered.

Applications shall be irrevocable until contract award unless withdrawn in writing prior to the Application due date, or after expiration of **120** calendar days from the opening of Applications without a contract award.

Letters of withdrawal received after the Application due date and before said expiration date, and letters of withdrawal received after contract award will not be considered.

**RFA POSTPONEMENT/CANCELLATION/REJECTION**

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all, Applications; re-advertise this RFA; postpone or cancel, at any time, this RFA process; or waive any irregularities in this RFA, or in any Applications received as a result of this RFA.

**COSTS INCURRED BY APPLICANTS**

All expenses involved with the preparation and submission of Applications, or any work performed in connection therewith, shall be the sole responsibility (and shall be at the sole cost and expense) of the Applicant, and shall not be reimbursed by the City.

**EXCEPTIONS TO RFA**

Applicants must clearly indicate any exceptions they wish to take to any of the terms in this RFA, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Application. The City, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the City shall require the Applicant to comply with the particular term and/or condition of the RFA to which Applicant took exception to (as said term and/or condition was originally set forth on the RFA).

**FLORIDA PUBLIC RECORDS LAW**

Applicants are hereby notified that all Applications including, without limitation, any and all information and documentation submitted therewith, will be available for public inspection after opening of Applications, in compliance with Florida Public Records Law including, without limitation, Chapter 119, Florida Statues.

**NEGOTIATIONS**

The City reserves the right to enter into further negotiations with the selected Applicant(s). Notwithstanding the preceding, the City is in no way obligated to enter into a contract with the selected Applicant(s) in the event the parties are unable to negotiate a contract. It is also understood and acknowledged by Applicants that by submitting a Application, no property interest or legal right of any kind shall be created at any time until and unless a contract has been agreed to; approved by the City; and executed by the parties.

**OBSERVANCE OF LAWS**

Applicantss are expected to be familiar with, and comply with, all Federal, State, County, and City laws, ordinances, codes, rules and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, may affect the scope of services and/or project contemplated by this RFA (including, without limitation, the Americans with Disabilities Act, Title VII of the Civil Rights Act, the EEOC Uniform Guidelines, and all EEO regulations and guidelines). Ignorance of the law(s) on the part of the Applicant will in no way relieve it from responsibility for compliance.

## CONFLICT OF INTEREST

All Applicants must disclose, in their Application, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Applicantss must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Applicant entity or any of its affiliates.

## APPLICANT'S RESPONSIBILITY

Before submitting a Application, each Applicant shall be solely responsible for making any and all investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Applicant from any obligation to comply with every detail and with all provisions and requirements of the contract, and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Applicant.

## PUBLIC ENTITY CRIME

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity , and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

## AMERICAN WITH DISABILITIES ACT (ADA)

Call (305) 673-7260/VOICE to request material in accessible format; sign language interpreters (five days in advance when possible), or information on access for persons with disabilities. For more information on ADA compliance, please call the Public Works Department, at 305-673-7631.

## ACCEPTANCE OF GIFTS, FAVORS, SERVICES

Applicantss shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City, for the purpose of influencing consideration of this Application.

Pursuant to Sec. 2-449 of the City Code, no officer or employee of the City shall accept any gift, favor or service that might reasonably tend improperly to influence him in the discharge of his official duties.

# HOME PROGRAM
# APPLICATIONS

# PROGRAM and APPLICATION INFORMATION

## Eligible Categories for Use of HOME Program funds under this RFA

- Rehabilitation of existing multi-family buildings (more than 4 units)

  Rehabilitation of existing multi-family buildings to provide safe, decent, sanitary rental housing to income-eligible tenants. Construction activities must commence within 12 months of entering into a contract with the City for HOME Program funds. Projects may be proposed to provide all HOME-assisted units or mixed-income units.

- Acquisition and rehabilitation of existing multi-family buildings (more than 4 units)

  Existing multi-family buildings may be acquired and rehabilitated to provide safe, decent, sanitary rental housing to income-eligible tenants. Construction activities must commence within 12 months of entering into a contract with the City for HOME Program funds. Projects may be proposed to provide all HOME-assisted units or mixed-income units.

- Acquisition and rehabilitation of existing scattered units

  Single-family housing (including condominium units) may be acquired and rehabilitated to provide safe, decent, sanitary rental housing to income-eligible tenants.

## HOME-Assisted Units

Proposed projects which contain all HOME-assisted units or mixed-income units will be considered. Refer to CPD Notice 98-02 "Allocating Costs and Identifying HOME Assisted-Units in Multi-Unit Projects". The number of HOME-assisted units in a project is based on the number of units that are acquired or rehabilitated with HOME funds. These units are subject to rent, occupancy, per unit subsidy limits, and resale/recapture restrictions.

## Period of Affordability

Under the HOME Program, HOME-assisted units must meet certain Minimum Affordability Requirements beginning after project completion. However, the City of Miami Beach requires that the affordability period be extended for a minimum term of thirty (30) years. The affordability requirements apply without regard to the term of any loan or mortgage or the transfer of ownership.

To enforce the affordability and income eligibility requirements, the City will require the property owner to execute a Mortgage and Security Agreement, and a Promissory Note, which will be recorded in the public records as a lien against the property.

## HOME Income Limit Set-Aside Requirements

The HOME Program requirements for unit occupancy and affordability apply at the time of occupancy or at the time HOME funds are invested, whichever is later, and throughout the period of affordability. HUD periodically publishes income limits for the HOME Program.

At the time of the initial rent-up, housing will qualify as affordable only if the project is configured as follows:

1) At least 20 percent of the HOME assisted rental units must be occupied by families with household income of 50 percent or less of the Area Median Income, adjusted for family size;
2) At least 70 percent of the HOME assisted rental units must be occupied by families with household income of 60 percent or less of the Area Median Income, adjusted for family size;
3) A maximum of 10 percent of the HOME assisted rental units may be occupied by families with household income of 80 percent or less of the Area Median Income, adjusted for family size.

## Long Term Occupancy Requirements

After projects are initially occupied, owners are required to maintain occupancy of units by low and very low-income persons for the period of affordability as specified above. Project owners are responsible for maintaining the correct number of High and Low HOME rent units, establishing systems to recertify tenant income on an annual basis, and adjusting rents for over-income tenants when required.

# GENERAL PROGRAM REQUIREMENTS

## HOME Per-Unit Subsidy Amount

The maximum amount of HOME funds that may be invested on a per-unit basis may not exceed a per-unit dollar amount established by HUD.

## Rental Housing

Refer to the HOME Program Final Rule, 24 CFR Part 92, §92.252 and §92.253 for Rental Housing Project Qualification and for Tenant Protections.

## Eligible Costs

Refer to the HOME Program Final Rule, 24 CFR Part 92, §92.206 for a list of eligible project costs.

## Prohibited Activities

Refer to the HOME Program Final Rule, 24 CFR Part 92, §92.214 for a list of prohibited activities.

## Property Standards

Property that is rehabilitated with HOME funds must meet all applicable local codes, rehabilitation standards, ordinances, and zoning ordinances prior to occupancy. Following rehabilitation, owners will be required to maintain projects in accordance with all applicable State and local quality standards and code requirements. Proposed rehabilitation projects must propose to remedy all outstanding code deficiencies. The project owner is responsible for ensuring compliance with these standards throughout the period of affordability. The City will conduct inspections of all HOME-assisted units according to the schedule required by the HOME Rule.

## Handicapped Accessibility Standards

Rehabilitation projects funded with HOME funds are subject to the Uniform Federal Accessibility Standards (UFAS) under Section 504 of the Rehabilitation Act of 1973. Alterations are divided into two types:

Substantial Alteration: (Regulatory Citation 24 CFR 8.23(a)) Alteration in which the cost of the alterations to a facility of 15 or more dwelling units (including scattered site housing) equals or exceeds 75 percent of the replacement cost of the completed facility. Substantial alterations are subject to new construction accessibility requirements.

Alterations that do not meet the definition of substantial (i.e., the development altered has less than 15 units, or the costs are less than 75 percent of the replacement cost of the completed facility) are covered by "other alterations."

Other Alterations: (Regulatory Citation 24 CFR 8.23(b)) Applies to multifamily housing developments of 5 or more dwelling units (including scattered site housing). These alterations to dwelling units must, to the maximum extent feasible, be made accessible to and usable by individuals with disabilities. A minimum of 5 percent of the total dwelling units in a building or development, with a minimum of one unit, must be made accessible for individuals with mobility impairments. In addition to providing access to those with mobility impairments, when possible, the unit(s) shall also be pre-wired to facilitate the installation of auxiliary devices to assist the hearing and the visually impaired.

Alterations to common areas such as entrances, lobbies, and recreation rooms must be made accessible to and usable by individuals with disabilities to the maximum extent feasible.

## Labor Standards/Prevailing Wages

Every contract for the construction (or rehabilitation) of housing that includes 12 or more units assisted with HOME funds is required to comply with federal regulations pertaining to labor standards, including the prevailing wage requirements as determined pursuant to Davis-Bacon (40 USC 276a-5).

## Equal Opportunity and Fair Housing

Entities receiving HOME funds are required to comply with all City ordinances, federal laws, executive orders and regulations pertaining to fair housing and equal opportunity.

## Affirmative Marketing

The City has adopted affirmative marketing policies and requirements for rental and homebuyer projects containing 5 or more HOME-assisted housing units. Affirmative marketing consists of efforts to provide information and otherwise attract eligible persons in the housing market area to the available housing without regard to race, color, religion, sex, sexual orientation, handicap, familial status or national origin. Affirmative marketing requires that entities receiving HOME funds take every reasonable step to inform and solicit applications from persons in the available housing market who are not likely to apply for the housing without special outreach and advertising efforts. Entities receiving HOME funds will be required to comply with the City's affirmative marketing policies and will be required to submit an affirmative marketing plan for the funded project.

## Minority/Women Business Outreach

Entities receiving HOME funds are required to undertake minority/women business outreach to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, including, without limitation, real estate firms, construction firms, appraisal firms, management firms, financial institutions, investment banking firms, underwriters, accountants and providers of legal services.

## Section 3

Section 3 of the Housing and Urban Development Act of 1968, as amended in 1992, requires that economic opportunities generated by HUD financial assistance for housing and community development programs be targeted toward low and very low-income persons. Entities receiving HOME funds are required to comply with Section 3 which provides that, to the greatest extent feasible, opportunities for training and employment shall be given to lower-income residents of Miami Beach, and that contracts for work in connection with such projects be awarded to business concerns which are located in or are owned in substantial part by lower income Miami Beach residents.

## Lead Based Paint

Housing assisted with HOME Program funds is subject to the requirements of 24 CFR Part 35, as amended, and the Lead-Based Paint Poisoning Prevention Act as amended by Title X of the Housing and Community Development Act of 1992. Projects assisted with HOME funds may require notification to tenants, disclosure of lead-based paint information, identification of defective paint surfaces, treatment of defective surfaces, and response to children with elevated blood lead levels. On September 15, 1999, U.S. HUD issued the final rule entitled "Requirements for Notification, Evaluation and Reduction of Lead-Based Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance". This regulation sets new requirements to prevent childhood lead poisoning in housing assisted or being sold by HUD and other Federal agencies.

## Debarment/Suspension

Participants in the HOME Program must certify, pursuant to 24 CFR Part 24, that neither they or their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the covered transaction.

## Other Federal Requirements

There are a number of other federal requirements that apply to all HUD-funded programs including the implementation of HOME Program rental housing activities.

## IMPORTANT NOTICE TO APPLICANTS

**If a project proposed in response to this RFA includes the purchase of a building or an offer to purchase a building which is occupied, the tenants are entitled to the benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA). The following information is provided to assist the applicant in complying with the URA.**

**1. URA preparation needs to start early. A URA notice needs to be given to the Seller when the purchase offer/option is made.**

**2. HUD and the City of Miami Beach care about this. Developers who are working on HUD-funded projects need to understand that the URA is basic consumer legislation that addresses "fairness" issues. Tenants whose living circumstances are changed by a project - either by higher rents or involuntary moves - must be protected and compensated.**

**3. The relocation rules are not all one-sided. There are actions that can be taken to control costs and prevent displacement. These actions include informing tenants about the project, treating them fairly during the process, staging work if it is feasible, and keeping their rents affordable. Tenants must continue to pay rent and comply with the lease during the process.**

**4. Mistakes can be costly. Planning for relocation and tenant concerns is critical because grantees, owners and developers can all take actions which can incur a financial liability. Displaced tenants are entitled to 42 or 60 months of rental assistance depending on the situation. Many claims exceed $10,000. Although some claims are unavoidable, there is no reason to incur these costs by failure to follow the rules.**

**5. Planning is critical. Relocation concerns must be thought out early in the process so decisions about rents, construction timing and project feasibility can be considered before they are a crisis.**

**6. Cooperation is Essential. All parties involved in the project must do the right thing in order to make the process work. The Developer and the City must work together.**

**7. There are three basic requirements for tenants in rental rehabilitation projects. They must be given timely information about the pending application. If the project is approved, they must be advised about any changes that will occur to their situation. If they are not advised - and move - they could claim that they were displaced even if that was not intended and they could be eligible for considerable financial compensation. If they must be displaced, they must be offered a comparable replacement unit (as defined by HUD). Moving expenses must be paid. No one can be required to move without 90 days notice. Tenants who will stay in the property after work is complete must be offered a suitable unit that is affordable to them.**

## HOME SCORING CRITERIA

| | Maximum Points |
|---|---|
| • Does the organization have site control<br>Yes (10)<br>No (0) | 10 |
| • Have permits been retained<br>Yes (5)<br>No (0) | 5 |
| • Is there appropriate infrastructure or access to infrastructure<br>Yes (5)<br>No (0) | 5 |
| • Total units _____. Number of HOME units in the project<br>100% (15)<br>75% (12)<br>50% (9)<br>25% (6) | 15 |
| • Has all project funding been secured<br>Yes (15)<br>No (0) | 15 |
| • Leveraging of CMB funding<br>50%+ from other sources (15)<br>26% - 50% from other sources (10)<br>0% - 25% from other sources (5) | 15 |
| • Organization development experience<br>8+ Years (20)<br>5-8 Years (10)<br>5 Years (minimum requirement) (5) | 20 |
| • Number of units organization has completed<br>1000+ (10)<br>150 – 1000 (5)<br>0 – 149 (0) | 10 |
| • Energy efficiency features<br>5+ (5)<br>3 – 5 (3)<br>2 (1) | 5 |
| **Total** | **100** |

## 1. Applicant Information

| | | |
|---|---|---|
| Name: | | |
| Address | | |
| Address | | |
| City | State | Zip |
| Phone | Fax: | E-Mail: |
| Federal Tax Identification Number (E.I.N): | Date Established: | |
| Representative | Title: | |

Applicant is a: (check all that apply)

☐ For-Profit Organization ☐ Not-for-Profit organization ☐ Partnership ☐ Individual

(1. Organizations, provide evidence of status and Statement of Good Standing. 2. Not-for-Profit organizations include a copy of 501(c)(3) letter.)

☐ Community Housing Development Organization (CHDO) designated by_____ on_____

☐ Community Development Corporation ☐ Local Housing Authority

(Include as an attachment the name, address and occupation of all current members of the governing board of the organization or Board of Directors and the principal managing officers).

## 2. HOME Program Funding (Specify the category and amount of funds requested):

| Funding Category | Acquisition | Rehabilitation |
|---|---|---|
| Rehabilitation of existing multi-family building(s) | | |
| Acquisition and rehabilitation of existing multi-family building(s) | | |
| Acquisition and rehabilitation of scattered units | | |

## 3. Property Information (Note: Duplicate item 3 for additional sites):

| | | | |
|---|---|---|---|
| Address: | | Year Built: | |
| # of Existing Units | # of Proposed Units | # of Stories | Bldg Sq. Ft |
| Elevator: [ ] Yes [ ] No | | Market Value: | |
| Date of Purchase [ ] or Option [ ] | | Date Option Expires: | |
| Number of Units Currently Occupied: | | Current Zoning: | |

**4. Applicant Experience and Qualifications**

a. Describe the experience of the organization and current staff with similar developments. Attach resumes of the staff that will be working on the project.

b. Provide a description of projects completed or in progress during the last 5 years. Specify the type of project, location, sponsoring or funding agency, scope of activity, number of units, and when the project was completed or anticipated date of completion. For each project, provide a list of the funding sources and amounts and the name and telephone number of the contact person.

c. Describe the staff experience and any training attended related to the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended.

d. Financial Capacity: Provide copies of annual reports and audits for the last two fiscal years. Not-for-Profit organizations should include the two most recent submittals of the IRS Form 990.

**5. Proposed HOME Project Description.** Provide a narrative description of the proposed project. Include the following areas as they apply to the proposed project and any additional information necessary to fully describe the project and project feasibility:

a. The target population to be served (i.e. elderly, general population, disabled)

b. Community need for the proposed project

c. The units to be developed by size, number of bedrooms/baths and unit square footage

d. Preliminary plans and development schedule

e. Work write-up and cost estimates of proposed rehabilitation

f. Evidence of project financing

g. Number of HOME-assisted and market rate units

h. Provider of construction management

i. Entity that will accept applications and certify income according to HUD requirements

j. Property management entity for rental project

**6**. **CHDO Information**: If the Applicant organization is a designated Community Housing Development Organization (CHDO), indicate the role of the CHDO in the proposed project.

Owner [ ] Sponsor [ ] Developer [ ]

Explain the role of the CHDO in the project:

_____

_____

_____

**7.** **Site Information.** Attach copy of a site plan for the project, and provide a legal description of the property:

Appraisal

a. If applying to one of the following funding categories:

- Acquisition of existing multi-family building(s)for rehabilitation
- Rehabilitation of existing multi-family building(s)
- Acquisition and rehabilitation of existing multi-family building(s)

Provide appraisal if available (an appraisal of the property must be submitted prior to submission to the Loan Review Committee).

**OR**

b. If applying for the funding category, acquisition and rehabilitation of scattered units, provide appraisal, if available (an appraisal of the property must be submitted prior to acquisition).

Photographs - Provide original photographs of site and exterior and interior of existing buildings.

Site is controlled by current:

____ Warranty Deed

____ Contract for Purchase and Sale Length of option _____ Expiration date _____

Renewable? [ ] YES [ ] NO

____ No Site Identified

**8.** **Environmental Safety.** Has the property ever been used for storage of hazardous or toxic materials?

YES ____ NO ____ NOT KNOWN ____

Has an environmental survey or a Phase 1 Environment Site Assessment been completed?

YES ____ NO ____ DATE OF REPORT_____

If "yes", attach a copy of the report.

**9. DEVELOPMENT BUDGET**

| | Amount | Form (Loan, Grant, Equity) | Commitment |
|---|---|---|---|
| **A. SOURCES OF FUNDING (Specify source) See Note.** | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| **A1. Total Funds Available** | | | |
| **USES:** | **Amount of HOME Funds** | **Amount of Other Funds** | **Source of Other Funds** |
| **B. ACQUISITION COST** | | | |
| Existing Buildings | | | |
| Land | | | |
| Other (explain in item 10.Detail) | | | |
| **B1. Total Acquisition Costs** | | | |
| | | | |
| **C. RELOCATION COST** | | | |
| Replacement Housing Assistance | | | |
| Moving and Related Expenses | | | |
| **C1. Total Relocation Costs** | | | |
| | | | |
| **D. CONSTRUCTION/REHAB COST** | | | |
| Off-Site (explain in item 10 Detail) | | | |
| Rehabilitation of Existing Building(s) (list in item 10 Detail) | | | |
| Recreational Amenities (list in Detail) | | | |
| Rehabilitation of Existing Common Areas | | | |
| General Requirements (on-site) | | | |
| Utilities during construction | | | |
| Building Contractor's Profit | | | |
| Building Contractor's Overhead | | | |
| Other (explain in Detail) | | | |
| Contingency (explain. in Detail) | | | |
| **D1. Total Construction Cost** | | | |

| DEVELOPMENT BUDGET PAGE 2 | Amount of HOME Funds | Amount of Other Funds | Source of Other Funds |
|---|---|---|---|
| **E. GENERAL DEVELOPMENT COST** | | | |
| Appraisal | | | |
| Architect's Fee Design | | | |
| Architect's Fee-Supervision | | | |
| Consultant Fees | | | |
| Builder's Risk Insurance | | | |
| Building Permit | | | |
| Closing Costs - Construction | | | |
| Closing Costs - Permanent | | | |
| Engineering Fees | | | |
| Environmental | | | |
| Impact Fees (list in Detail) | | | |
| Inspection Fees | | | |
| Insurance | | | |
| Exterminating | | | |
| Legal Fees | | | |
| Marketing and Advertising | | | |
| Property Taxes | | | |
| Title Insurance | | | |
| Utility Connection Fee | | | |
| Other (explain in Detail) | | | |
| Contingency (explain in Detail) | | | |
| **E1. Total General Development Cost** | | | |
| | | | |
| **F. Financial Cost** | | | |
| Construction Loan Interest | | | |
| Construction Loan Orig. Fee | | | |
| Perm. Loan Origination Fee | | | |
| Other (explain in Detail) | | | |
| **F1. Total Financial Cost** | | | |
| | | | |
| **G. Project Cost** (B1 + C1 + D1 + E1 + F1) | | | |
| | | | |

| DEVELOPMENT BUDGET PAGE 3 | Amount of HOME Funds | Amount of Other Funds | Source of Other Funds |
|---|---|---|---|
| **H. Other Development Costs** | | | |
| Developers' Fees | | | |
| Other (explain in Detail) | | | |
| **H1. Total Other Development Costs** | | | |
| **I. Total Project Cost (G + H1)** | | | |

**J. TOTAL PROJECT COSTS - ALL FUNDS (ROW I. Column 1 + Column 2)** **$**

**Note: Specify in item 10, on the following page, the source of all funding anticipated to be used in the activity proposed. Indicate whether these funds are already committed, the source of the funds and the actual or anticipated terms (whether a loan or grant, if a loan the repayment terms). Add additional pages as necessary.**

**10. Detail Explanation Sheet**

**SOURCES/USES OF FUNDS (List all Sources)**

| Name of Providing Entity | Amount | Position (1st Mortgage, 2nd Mortgage, Grant, Loan, Etc.) |
|---|---|---|
| | | |
| | | |
| | | |
| **Total Project Funding** | | |

**ACQUISITION COST / DETAILS OF SITE CONTROL (DATE, TERM OF OPTION, ETC.)**

| |
|---|
| |
| |
| |
| |

**CONSTRUCTION/REHABILITATION COST (SOURCE OF ESTIMATES)**

**Provide complete construction cost estimate as an attachment to this application.**

| |
|---|
| |
| |
| |
| |

**GENERAL DEVELOPMENT COST ESTIMATE**

| |
|---|
| |
| |
| |
| |

**OTHER DEVELOPMENT COST (EXPLAIN)**

| |
|---|
| |
| |
| |

## 11. OPERATING BUDGET

**(NOTE: A COMPUTER GENERATED SPREADSHEET CONTAINING THE SAME INFORMATION REQUESTED ON THIS FORM MAY BE SUBMITTED)**

| **OPERATING INCOME** | **MONTHLY AMOUNT** | **ANNUAL AMOUNT** |
|---|---|---|
| 1. Gross rent potential | | |
| 2. Vacancy allowance (__% of Line 1) | | |
| 3. Effective gross rent (Line 1 minus Line 2) | | |
| 4. Other Income | | |
| 5. **Effective Gross Income** (Lines 3 plus Line 4) | | |
| **OPERATING EXPENSES** | | |
| Management | | |
| 6. Management fee | | |
| 7. Legal fees | | |
| 8. Accounting/audit fees | | |
| 9. Advertising/marketing | | |
| 10. Other administrative expenses | | |
| **SUBTOTAL** (Total Lines 6 through 10) | | |
| Maintenance | | |
| 11. Maintenance staff costs | | |
| 12. Elevator | | |
| 13. Other mechanical equipment (specify) | | |
| 14. Decorating (specify) | | |
| 15. Routine repairs and supplies | | |
| 16. Exterminating | | |
| 17. Lawn and landscaping | | |
| 18. Garbage/trash removal | | |
| 19. Other (specify) | | |
| **SUBTOTAL** (Total Lines 11 through 19) | | |

| **Utilities** | **MONTHLY AMOUNT** | **ANNUAL AMOUNT** |
|---|---|---|
| 20. Electricity | | |
| a. Residential | | |
| b. Commercial areas | | |
| c. Common areas | | |
| 21. Gas | | |
| a. Residential | | |
| b. Commercial areas | | |
| c. Common areas | | |
| 22. Sewer and water | | |
| **SUBTOTAL** (Total Lines 20 through 22) | | |
| Taxes/Insurance/Reserve | | |
| 23. Property insurance | | |
| 24. Real estate taxes (estimated value of $_____) | | |
| 25. Reserve for replacement | | |
| 26. Operating deficit reserve | | |
| **SUBTOTAL** (Total Lines 23 through 26) | | |
| 27. **Total Operating Expenses** (Total Lines 6 through 26) | | |
| **INCOME AVAILABLE FOR DEBT SERVICE** | | |
| 28. **Net Operating Income** (Line 5 less Line 27) | | |
| 29. Mortgage Payment (First Mortgage) | | |
| 30. Mortgage Payment (Second Mortgage) | | |
| 31. Other Mortgage Payment (Explain) | | |
| 32. **Total Debt Service** (Lines 29 through 31) | | |
| 33. **Net Cash Flow** (Line 28 less Line 32) | | |
| 34. **Debt Service Coverage Ratio** (Line 28 ) Line 32) | | |

**Provide at least a five-year pro forma showing anticipated increased costs and rent income.**

## 12. ACKNOWLEDGMENT LETTER

**Applicants shall incorporate in their application the following letter and Disclosure and Disclaimer attachment on the applicant's letterhead stationery:**

Anna Parekh, Director
Office of Real Estate, Housing and Community Development
City of Miami Beach
555 17th Street
Miami Beach, FL 33139

RE: Request for Applications for Fiscal Year 2013/2014 HOME Program Funding

Dear Ms. Parekh:

I have read the City of Miami Beach Request for Applications for Fiscal Year 2013/2014 HOME Program funding. On behalf of our application team, we agree to and accept the terms, specific limitations, and conditions expressed therein. In addition, we have read, acknowledge, and accept the City's Disclosure and Disclaimer, which is attached hereto and is fully incorporated into this letter.

Further, if the building is currently occupied, we hereby authorize the staff of the City of Miami Beach to enter the premises and interview any residents. We realize that the purpose of the interviews is to determine the estimated amount of relocation assistance that may be needed.

| | |
|---|---|
| _____ | _____ |
| **Applicant Name** | **Signature of Witness** |
| _____ | _____ |
| **Authorized Signatory** | **Name (typed or printed)** |
| _____ | _____ |
| **Name and Title (typed or printed)** | **Signature of Witness** |
| _____ | _____ |
| **Date** | **Name (typed or printed)** |

## 13. DISCLOSURE AND DISCLAIMER
**(A signed copy of this document must be included with each application)**

This Request for Applications (RFA) is being furnished to the applicant by the City of Miami Beach (City) for the applicant's information and convenience. Any action taken by the City in response to applications made pursuant to this RFA or in making any award or in failing or refusing to make any award pursuant to such applications, or in canceling awards, or in withdrawing or canceling this RFA, either before or after issuance of an award(s), shall be without any liability on the part of the City. The contents of this RFA are neither warranted nor guaranteed by the City. Applicants interested in pursuing this development opportunity are urged to make such evaluations as they deem advisable and to reach independent conclusions concerning statements made in this RFA and any supplements thereto. The City reserves the right to reject any and all applications for any reason, or for no reason, without any resultant liability to the City.

In its sole discretion, the City may withdraw the RFA either before or after receiving applications, may accept or reject applications, and may accept applications which deviate from the RFA as it deems appropriate and in its best interest. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting applications in response to this RFA.

Following submission of an application, the applicant agrees to deliver such further details, information and assurances, including financial and disclosure data, relating to the application and the applicant including the applicant's affiliates, officers, directors, shareholders, partners and employees as requested by the City in its discretion.

The information contained herein is provided solely for the convenience of prospective housing development entities. It is the responsibility of the applicant to assure itself that information contained herein is accurate and complete. The City does not provide any assurances as to the accuracy of any information in this RFA.

Any reliance on these contents, or on any communications with City officials, shall be at the applicant's own risk. Prospective applicants should rely exclusively on their own investigations, interpretations and analyses. The RFA is being provided by the City without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the City or its agents that any application conforming to these requirements will be selected for consideration, negotiation, or approval.

The City shall have no obligation or liability with respect to this RFA, the selection and the award process or whether any award will be made. Any applicant to this RFA who responds hereto fully acknowledges all the provisions of this disclosure and disclaimer, is totally relying on this disclosure and disclaimer, and agrees to be bound by the terms hereof. Any applications submitted to the City or its advisors pursuant to this RFA are submitted at the sole risk and responsibility of the party submitting such application.

This RFA is made subject to correction of errors, omissions, or withdrawal without notice. Information is for guidance only and does not constitute all or any part of an agreement.

The City and all applicants will be bound only as, if and when an application, as same may be modified, and the applicable definitive agreements pertaining thereto, are approved and executed by the parties, and then only pursuant to the terms of the definitive agreements executed among the parties. Any response to this RFA may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City is governed by the Government-in-the-Sunshine Law, and all applications and supporting documents shall be subject to disclosure as required by such law. All documents received by the City shall become public records.

Applicants are expected to make all disclosures and declarations as requested in this RFA. By submission of an application, the applicant acknowledges and agrees that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the application, and authorizes the release to the City of any and all information sought in such inquiry or investigation. Each applicant certifies that the information contained in the application is true, accurate and complete to the best of its knowledge and belief.
Notwithstanding the foregoing or anything contained in the RFA, all applicants agree that in the event of a final unappealable judgement by a court of competent jurisdiction which imposes on the City any liability arising out of this RFA or any response thereto or any action or inaction by the City with respect thereto, such liability shall be limited to $10,000.00 as agreed-upon and liquidated damages. The previous sentence, however, shall not be construed to circumvent any of the other provisions of this disclosure and disclaimer which imposes no liability on the City.

In the event of any differences in language between this disclosure and disclaimer and the balance of the RFA, it is understood that the provisions of this disclosure and disclaimer shall always govern. The RFA and any disputes arising from the RFA shall be governed by and construed in accordance with the laws of the State of Florida.

| | |
|---|---|
| **Applicant Name** | **Signature of Witness** |
| **Authorized Signatory** | **Name (typed or printed)** |
| **Name and Title (typed or printed)** | **Signature of Witness** |
| **Date** | **Name (typed or printed)** |

## 14. CERTIFICATION

The undersigned applicant certifies that the information in this application is true and correct. The applicant further certifies that they are aware that if the City of Miami Beach finds that the applicant has engaged in fraudulent actions or intentionally misrepresented facts on this application, this application will be rejected and the applicant may be unable to participate in any program for two (2) complete fiscal/calendar years.

The applicant has read, understands and agrees to comply with the provisions of 24 CFR Part 92, and all federal regulations issued thereto by the U.S. Department of Housing and Urban Development. The applicant understands and agrees to abide by the provisions of the applicable federal, state and local regulations and laws.

| | |
|---|---|
| _____ | _____ |
| **Applicant Name** | **Signature of Witness** |
| _____ | _____ |
| **Authorized Signatory** | **Name (typed or printed)** |
| _____ | _____ |
| **Name and Title (typed or printed)** | **Signature of Witness** |
| _____ | _____ |
| **Date** | **Name (typed or printed)** |

# SHIP PROGRAM APPLICATIONS

# APPLICATION OUTLINE AND FORMAT

Application packages should follow the general outline provided below. Each section should be clearly marked and provide the following information and documentation:

Section I

A narrative description of the proposed program, including, but not limited to:

Number of units to be assisted
Number of units to be rehabilitated
Criteria for selecting units
Estimated rehabilitation cost per unit
Maximum rehabilitation cost per unit
Estimated closing cost assistance and/or down payment assistance per unit
Sales price range of eligible units
Proposed number of home ownership counseling participants
Program timetable
Staffing: personnel operating the program, with resumes of their qualifications
Expenditure schedule
Program budget showing all sources of funding
Affirmative marketing plan for the program
Selection criteria for individual applicants under the program

Section II

The type, source, and amount of other funding proposed to be used in coordination with the SHIP funds.

Section III

Description of the entity applying for the funds, including, but not limited to:

Resumes of the principals of the entity
Name, address and occupation of all members of the Board of Directors, or of the governing board of the entity, as applicable

Section IV

Description of the history and experience of the entity in housing and rehabilitation related matters.

## INFORMATION REQUIRED FOR APPLICATION

Applicants must submit the following information concerning active or completed programs and projects (within the past three years):

Type of project(s) developed

Location of project(s)

Date of completion

Total project cost

Cost per unit rehabilitated

List of staff members involved in the development of the project

If the composition of the principals has changed substantially since the most recent project was developed, a description of these changes

Income level of the households served

Number of units that were developed in each project

Sources of financing (include public and private) for each project

For any prior project involving public funds, provide the name and phone number of the contact person at the responsible monitoring organization

Audited financial statements for the entity and/or its principals (at least two most recent years)

All applications received during the application period will be reviewed by the Administration for completeness and compliance with the terms of this RFA, the SHIP Program requirements, and the requirements set forth in the City's Local Housing Assistance Plan. Applicants may be contacted by staff for additional information or for clarification of applications.

# PROGRAM REQUIREMENTS AND REGULATIONS

## Occupancy Restrictions

All units assisted with SHIP Program funds must be initially occupied by households with an income at or below 120 percent of the currently applicable Area Median Income, adjusted for household size. This data is updated periodically by the U.S. Department of Housing and Urban Development (U.S. HUD), and for purposes of the SHIP Program, issued by the Florida Housing Finance Corporation.

## Purchase Price Limits

The purchase price of units assisted with SHIP Program funds may not exceed 90 percent of the median area sales price for new and existing homes in Miami-Dade County. In cases of acquisition with rehabilitation, the homes must have an estimated price after rehabilitation that does not exceed 90 percent of the Miami-Dade MSA Average Purchase Price Limits for existing and new construction.

## Maximum Funding Per Homebuyer

The maximum amount of SHIP funds that may be provided per unit is $40,000.

## Recapture Provisions

The City will impose recapture requirements in accordance with the terms provided in the attached Local Housing Assistance Plan adopted by the City on April 14, 2010.

## Property Standards

Housing that is rehabilitated with SHIP funds must meet all applicable local codes, rehabilitation standards, and ordinances including, but not limited to, zoning ordinances. All projects must comply with the Florida Building Code, the Miami-Dade County Building Code, and the City of Miami Beach Building Code. Additionally, all projects must comply with all other applicable laws, rules and regulations.

In the event of a conflict between the terms of the SHIP Rule and this RFA, the SHIP Rule shall have precedence.

**Displacement**
To avoid any displacement, all prospective SHIP-assisted units must either be vacant or owner-occupied at the time of initial purchase, prior to resale to eligible SHIP program participants.

**Project Schedules**

Projects using this funding must be completed, ready for occupancy, and all SHIP funds must be expended by June 30, 2014. Applications must include a project development schedule that clearly demonstrates that completion within this time frame can be assured.

**Conflict of Interest**

Employees, agents, consultants, officers, elected officials, and appointed officials of the City, or sub-recipients receiving SHIP funds who exercise or have exercised any functions or responsibilities with respect to activities assisted with SHIP funds, or who are in a position to participate in a decision-making process or gain inside information with respect to these activities, are prohibited, during their tenure and for one year thereafter, from obtaining a financial interest or benefit from SHIP-assisted activities, or from having an interest in any contract or subcontract or agreement with respect thereto, or in the proceeds thereunder, either for themselves or those with whom they have family or business ties. SHIP recipients are responsible for ensuring that such conflicts of interest do not occur. The City must be advised immediately of any and all apparent and/or actual conflicts of interest.

**Eligible Activities/Costs**

The eligible costs under the Program are the following: down payment assistance, closing cost assistance, and home ownership training, as well as:

Construction costs, which may include:

> Actual cost of rehabilitating housing, including: labor and materials necessary to meet the requirements of the South Florida Building Code, the City of Miami Beach Building Codes, and U.S. HUD Section 8 Housing Quality Standards.
>
> Current or incipient code violations - improvements to correct violations or conditions which may develop into hazardous conditions or code violations.
>
> Good and readily maintainable condition - improvements necessary to put the property and facilities in a condition which requires a minimal amount of maintenance, and when appropriate, improvements to conserve energy.

General property improvements. - Improvements which are in addition to those required by applicable codes and ordinances, but which are incidental to the repairs being done to remedy code violations. These improvements may be considered appropriate, provided they are economically practical.

Development soft costs, which may include:

Architectural - reasonable fees paid for professional services in preparing work write-ups, cost estimates, working drawings and specifications; for supervision, for cost certification; and for other designated tasks. Income certification costs. Permit fees - those fees paid to the City's Building Services Division for permits necessary to undertake the work outlined in the application.

**Definitions**

See SHIP Rule, 67-37.002, as amended, terms not defined therein shall be interpreted in accordance with general usage.

**Program Requirements**

Successful applicants shall agree that as a condition of receiving funding hereunder to contractually commit to abide by SHIP regulations, including Section 420.907 et. seq. Florida Statutes, and Chapter 67-37 as amended, Florida Administrative Code, and City of Miami Beach laws, rules, and policies.

## SHIP SCORING CRITERIA

| | | Maximum Points |
|---|---|---|
| Experience in acquisition/rehabilitation of owner-occupied housing | | 30 |
| 8+ Years | (30) | |
| 5-8 Years | (20) | |
| 5 Years (minimum requirement) | (10) | |
| Experience in affordable housing applicant selection and income certification | | 25 |
| 8+ Years | (25) | |
| 5-8 Years | (15) | |
| 5 Years (minimum requirement) | (10) | |
| Number of acquisitions/rehabilitations completed | | 10 |
| 200+ | (10) | |
| 25 – 199 | (5) | |
| 0 – 25 | (0) | |
| Leveraging of CMB funding | | |
| 50%+ from other sources | (15) | 15 |
| 26% - 50% from other sources | (10) | |
| 0% - 25% from other sources | (5) | |
| Experience with City of Miami Beach reporting requirements | | 5 |
| Yes | (5) | |
| No | (0) | |
| Experienced and qualified to provide HUD-certified homeownership counseling | | 5 |
| Yes | (5) | |
| No | (0) | |
| Demonstrated commitment to Green Building initiatives | | 5 |
| Yes | (5) | |
| No | (0) | |
| Organization participation in Welfare Transition Program | | 5 |
| Yes | (5) | |
| No | (0) | |
| | **Total** | **100** |

# ACKNOWLEDGMENT LETTER

**Applicants shall incorporate in their application the following letter and Disclosure and Disclaimer attachment on the applicant's letterhead stationery:**

Anna Parekh, Director
Office of Real Estate, Housing, and Community Development
555 17th Street
Miami Beach, FL 33139

**RE: Request for Applications for FY 2012/2013 SHIP Program Funding**

Dear Ms. Parekh:

I have read the City of Miami Beach Request for Applications for FY 2012/2013 SHIP Program funding. On behalf of our application team, we agree to and accept the terms, specific limitations, and conditions expressed therein. In addition, we have read, rely upon, acknowledge, and accept the City's Disclosure and Disclaimer which is attached hereto and is fully incorporated into this letter.

Sincerely,

_____

**[Signature]**

_____

**[Name and Title]**

_____

**[Organization]**

# DISCLOSURE AND DISCLAIMER

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The City shall have no obligation or liability with respect to this RFA, the selection and the award process or whether any award will be made. Any applicant to this RFA who responds hereto fully acknowledges all the provisions of this disclosure and disclaimer, is totally relying on this disclosure and disclaimer, and agrees to be bound by the terms hereof. Any applications submitted to the City or its advisors pursuant to this RFA are submitted at the sole risk and responsibility of the party submitting such application.

This RFA is made subject to correction of errors, omissions, or withdrawal without notice. Information is for guidance only and does not constitute all or any part of an agreement.

The City and all applicants will be bound only as, if and when an application, as same may be modified, and the applicable definitive agreements pertaining thereto, are approved and executed by the parties, and then only pursuant to the terms of the definitive agreements executed among the parties. Any response to this RFA may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

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Notwithstanding the foregoing or anything contained in the RFA, all applicants agree that in the event of a final unappealable judgment by a court of competent jurisdiction which imposes on the City any liability arising out of this RFA or any response thereto or any action or inaction by the City with respect thereto, such liability shall be limited to $10,000.00 as agreed-upon and liquidated damages. The previous sentence, however, shall not be construed to circumvent any of the other provisions of this disclosure and disclaimer which imposes no liability on the City.

In the event of any differences in language between this disclosure and disclaimer and the balance of the RFA, it is understood that the provisions of this disclosure and disclaimer shall always govern. The RFA and any disputes arising from the RFA shall be governed by and construed in accordance with the laws of the State of Florida.

_____ _____

**[Signature)** **Date**

_____

**[Name and Title]**

_____

**[Organization]**

# CERTIFICATION

The undersigned applicant certifies that the information in this application is true and correct. The applicant further certifies that they are aware that if the City of Miami Beach (City) finds that the applicant has engaged in fraudulent actions or intentionally misrepresented facts on this application, this application will be rejected and the applicant may be unable to participate in any program for two (2) complete fiscal/calendar years.

The applicant has read, understands and agrees to comply with the provisions of SHIP Program, including Section 420.907 et. seq. Florida Statutes and Chapter 67-37 as amended, Florida Administrative Code, and all laws, rules, and policies issued thereto by the State of Florida and the Florida Housing Finance Corporation. The applicant understands and agrees to abide by the provisions of the applicable federal, state, and local regulations and laws.

| | |
|---|---|
| _____ | _____ |
| **Applicant Name** | **Signature of Witness** |
| _____ | _____ |
| **Authorized Signatory** | **Name (typed or printed)** |
| _____ | _____ |
| **Name and Title (typed or printed)** | **Signature of Witness** |
| _____ | _____ |
| **Date** | **Name (typed or printed)** |

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