

RESOLUTION NO. 2019-040

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, APPROVING A STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM'S RENTAL ASSISTANCE /RAPID RE-HOUSING SUB-RECIPIENT SERVICES AGREEMENT BETWEEN CITRUS HEALTH NETWORK, INC. AND THE CITY OF HIALEAH, FLORIDA, TO PROVIDE FINANCIAL ASSISTANCE AND SUPPORT TO HOMELESS INDIVIDUALS AND FAMILIES IN NEED OF PERMANENT HOUSING, IN THE TOTAL AMOUNT OF \$232,571.55, FOR A TERM COMMENCING ON JANUARY 2, 2019 AND ENDING ON MAY 31, 2020; AND AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO EXECUTE THE STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM'S RENTAL ASSISTANCE /RAPID RE-HOUSING SUB-RECIPIENT SERVICES AGREEMENT, ATTACHED HERETO IN SUBSTANTIAL FORM AND MADE A PART HEREOF AS EXHIBIT "1"; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Hialeah is the recipient of State Housing Initiatives Partnership (SHIP) funds from the State of Florida through the Florida Housing Finance Corporation;

WHEREAS, Rapid Re-Housing is a housing intervention program that assists families and individuals experiencing homelessness to find permanent housing with short-to medium-term rental and utility assistance and supportive services;

WHEREAS, Rapid Re-housing is an eligible activity under SHIP regulations and the City desires to use SHIP funding for Rapid Re-Housing to serve homeless individuals and families meeting the State of Florida requirements;

WHEREAS, pursuant to that certain Memorandum of Understanding (MOU)

executed on March 16, 2017, by and between the City of Hialeah and Miami-Dade County Homeless Trust, Citrus Health Network, Inc. has been selected as the agency to administer and implement the City of Hialeah's SHIP, Rental Assistance Rapid Re-Housing Program;

WHEREAS, Citrus Health Network, Inc. is a non-profit organization who was assigned to the City, and represents it is that qualified to perform the various described SHIP Rapid Re-Housing administrative and implementation activities needed for a successful program; and

WHEREAS, it is in the best interest of the City to enter into this Sub-recipient Services Agreement with Citrus Health Network, Inc. to provide financial assistance and support to homeless individuals and families in need of permanent housing, in the total amount of \$232,571.55, for a term commencing on January 2, 2019 and ending on May 31, 2020.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The foregoing facts and recitations contained in the preamble to this resolution are hereby incorporated and adopted by reference as it fully set forth herein.

Section 2: The City of Hialeah, Florida hereby approves a State Housing Initiatives Partnership (SHIP) Program's Rental Assistance /Rapid Re-Housing Sub-Recipient Services Agreement between Citrus Health Network, Inc. and the City of Hialeah, Florida, to provide financial assistance and support to homeless individuals and families in need of permanent housing, in the total amount of \$232,571.55, for a term commencing on January 2, 2019 and ending on May 31, 2020, and authorizes the Mayor, and the City Clerk, as attesting witness, on behalf of the City, to execute the State Housing Initiatives Partnership (SHIP) Program's Rental Assistance /Rapid Re-Housing Sub-Recipient Services Agreement, attached hereto in substantial form and made a part hereof as Exhibit "1". All actions taken to date by officers of the City in furtherance of the performance of this agreement is hereby approved, confirmed and ratified.

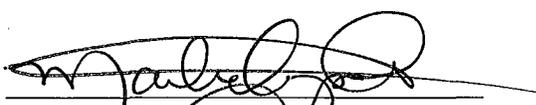
Section 3: This resolution shall become effective when approved by majority vote of the City Council and signed by the Mayor or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.

PASSED AND ADOPTED this 9 day of April, 2019.


Vivian Casáls-Muñoz
Council President

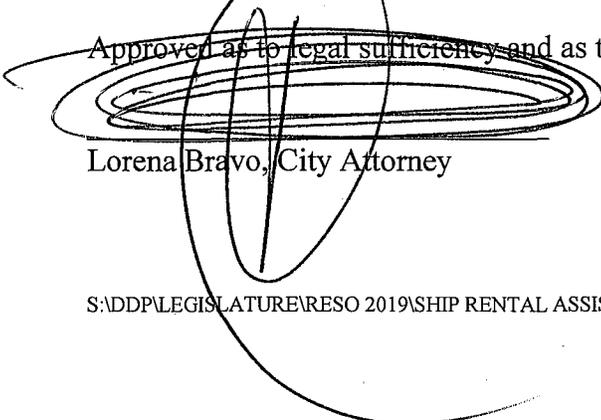
Attest:

Approved on this 15 day of April, 2019.


Marbelys Fatjo, City Clerk


Mayor Carlos Hernandez

~~Approved as to legal sufficiency and as to form:~~


Lorena Bravo, City Attorney

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Resolution was adopted by a 6-0-1 vote with Councilmembers, Caragol, Zogby, Casáls-Munoz, Hernandez, Garcia-Martinez and Cue-Fuente voting "Yes", and with Councilmember Lozano absent.

**CITY OF HIALEAH
STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM
RENTAL ASSISTANCE/RAPID RE-HOUSING PROGRAM
CITRUS HEALTH NETWORK, INC. SUBRECIPIENT AGREEMENT
FOR SERVICES**

THIS AGREEMENT is made on this 2nd day of January, 2019, between the **CITY OF HIALEAH**, a municipal corporation of the State of Florida, whose address is 501 Palm Avenue, Hialeah, Florida, 33010, (hereinafter referred to as "City") and **CITRUS HEALTH NETWORK, INC.**, a private non-profit corporation under the laws of Florida, whose corporate headquarters mailing address is 4175 West 20 Avenue, Hialeah, Florida, 33012, (hereinafter referred to as "Subrecipient").

WHEREAS, the City of Hialeah is the recipient of State Housing Initiatives Partnership (SHIP) funds from the State of Florida through the Florida Housing Finance Corporation; and

WHEREAS, Rental Assistance/Rapid Re-Housing is a housing intervention program that connects families and individuals experiencing homelessness to permanent housing through tailored assistance that may include the use of financial assistance; and

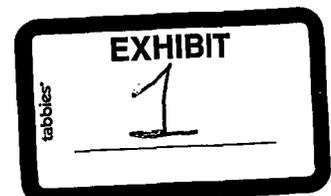
WHEREAS, Rental Assistance/Rapid Re-housing is an eligible activity under SHIP regulations and the City desires to use SHIP funding for Rental Assistance/Rapid Re-Housing to serve homeless individuals, including youth and families meeting the State of Florida definition of homeless or fleeing domestic violence; and

WHEREAS, the City has a Memorandum of Understanding (MOU) with the Miami-Dade County Homeless Trust and they assigned to the City, Citrus Health Network, Inc. as the agency to administer and implement the City of Hialeah's SHIP, Rapid Re-Housing Program ; and

WHEREAS, Citrus Health Network, Inc. is a non-profit organization who was assigned to the City, and represents it is that qualified to perform the various described SHIP Rental Assistance/Rapid Re-Housing administrative and implementation activities needed for a successful program and

WHEREAS, based upon the MOU signed with the Miami-Dade County Homeless Trust, the subrecipient is to perform the services consistent with the terms, conditions and requirements of the MOU, attached hereto and made a binding part hereof, and as further described herein.

NOW, THEREFORE in consideration of the mutual covenants and obligations therein contained, including the attachments, and subject to the terms hereinafter stated, the Parties hereto understand and agree as follows:



SECTION 1 - RECITALS.

The above recitals are true and correct and specifically incorporated herein, forming a material part of the Agreement.

SECTION 2 - DEFINITIONS.

- a) "Administrator" means the Grants and Human Services Department of the City of Hialeah, which shall act on behalf of the City of Hialeah in the execution, funding and programmatic control of this Agreement.
- b) "Approval by the City" or like term means written approval by the Administrator or the City Council as may be required from time to time.
- c) "Area Median Income (AMI)" is the household income for the median or middle household in the region which is the Miami-Dade County Metropolitan statistical area shall mean Program participants must be at or below 50 percent of AMI to be eligible for participation in Rental Assistance/Rapid Re-Housing activities.
- d) "Parties" shall mean both the City and Citrus Health Network, Inc.
- e) "Program" is hereby defined as the SHIP Rapid Re-Housing Strategy and as adopted in the City's 2016-2019 SHIP Local Housing Assistance Plan.
- f) "Program Participant" means an individual or family with or without children that is eligible to receive SHIP Rapid Re-Housing assistance.
- g) "Subrecipient" shall mean Citrus Health Network, Inc., with whom this Agreement is entered and a contract is executed.
- h) "Calendar days" - All references to days in this Agreement shall mean calendar days.
- i) "Homeless" is defined by 420.621, Florida Statutes, as meaning an individual who lacks a fixed, regular, and adequate nighttime residence and includes an individual who:
 - 1. Is sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason;
 - 2. Is living in a motel, hotel, travel trailer park, or camping ground due to a lack of alternative adequate accommodations;
 - 3. Is living in an emergency or transitional shelter;
 - 4. Has a primary nighttime residence that is a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings;
 - 5. Is living in a car, park, public space, abandoned building, bus or train station, or similar setting; or
 - 6. Is a migratory individual who qualifies as homeless because he or she is living in circumstances described in paragraphs (i)-(v) above.

SECTION 3 - SCOPE OF SERVICES.

The City of Hialeah engages the services of the Subrecipient to undertake the eligible activities outlined in this Agreement and the Attachments hereto (**Attachment A - Project Information and Description**).

SECTION 4 - TERM OF AGREEMENT.

This Agreement shall commence on the 2nd day of January, 2019 and end no later than May 31, 2020, or until all awarded funds have been expended.

SECTION 5 - BUDGET.

The SHIP Rental Assistance/Rapid Re-Housing funds shall be used solely for the stated purposes set forth in this Agreement and **Attachment B - Project Budget**, and expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including any reports required by the City, evidencing costs incurred. Any and all program income earned on the SHIP funds shall be remitted to the City. If the SHIP funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement, or the total amount of SHIP funds exceeds the eligible costs of the activity, the amounts improperly expended or not expended shall be returned to the City to refund within thirty (30) days after the expiration or termination of this Agreement. The City shall require delivery before payment is made for purchased goods, equipment or services unless the City obtains satisfactory security from the vendor.

Project costs shall be paid in accordance with the budget allocations outlined in Attachment B. All costs incurred must be fully documented and tied to specific case including the Navigation portion. In addition, the City may require additional detailed budget breakdown. The Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City. Any amendments to the budget must be approved in writing by both parties and be in accordance with the City's Agreement.

SECTION 6 - PAYMENT.

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed **Two Hundred Thirty Two Thousand Five Hundred Seventy One 55/100 Dollars (\$232,571.55)**. The breakdown is as follows:

- **\$151,406.55 from FY 2017-18 SHIP allocation and Program Income Received to be spent by May 31, 2020.**
- **\$81,165.00 from FY 2017-18 SHIP Disaster Recovery Allocation to be spent by May 31, 2020. Must be specifically for citizens that are homeless due to a natural disaster, Proper documentation must be provided.**

Reimbursement of eligible expenses shall be made against the line item budgets specified in **Attachment B** herein and in accordance with performance using the **Request for Payment** form provided as **Attachment C**. Navigation expenses shall not be reimbursed unless the amount requested reflects sufficient proof of the name and/or case tied to that expenditure.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in Florida Statute 215.97, Florida Single Audit Act.

SECTION 7 - NOTICES.

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery, or via facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following representatives:

City of Hialeah
Annette Quintana,
Grants & Human Services, Director
City of Hialeah
501 Palm Avenue
Hialeah, FL 33010
(305) 883-8040
(305) 883-5817 (fax)
aquintana@hialeahfl.gov

Subrecipient
Jose Garcia,
Contracts & Grants
Administrator
Citrus Health Network, Inc.
4175 West 20 Avenue
Hialeah, FL 33012
(305) 825-0300
(305) 825-1645 (Fax)
JoseGa@citrushealth.com

SECTION 8 - SUBRECIPIENT RESPONSIBILITIES.

1. Subrecipient will be responsible for carefully assessing a household's need and appropriateness for SHIP Rental Assistance/Rapid Re-Housing. Program participants receiving assistance must be re-evaluated every 90 days, prior to receiving additional assistance, such assistance shall not exceed \$10,000.00 per household.
2. Subrecipient is required to submit monthly status reports on program status and activities by the 10th of each month until the project is completed. If there is no activity for the month, the monthly report should reflect "No Activity". An Annual Performance Report must be submitted to the City in the format prescribed by the City.
3. Subrecipient will adhere to SHIP regulations regarding eligible activities, eligible program participants, performance reports and administrative costs.
4. Subrecipient will ensure that program participants are eligible for participation in SHIP Rental Assistance/Rapid Re-Housing (i.e., either homeless or at risk of losing housing and meet the Area Median Income (AMI) at or below 50 percent based on household size)
5. Subrecipient will ensure that each program participant receives an initial consultation with a case manager (or other authorized representative) who can determine the appropriate type/amount of assistance to meet their needs.
6. Subrecipient shall maintain all records that are pertinent to the activities to be funded under this Agreement. Including: documentation in case management files to support income verifications; consultations; inspections of rental units; etc. Retention of all records pertinent to expenditures incurred under this Agreement must be kept for five (5) years from the date of final payment.
7. Subrecipient shall provide the oversight, administration and project management necessary to accomplish all activities in a timely manner.
8. Subrecipient is required to comply with all federal, state, local laws and ordinances, as deemed appropriate.

SECTION 9 - CITY RESPONSIBILITIES.

1. The City shall provide information regarding requirements for SHIP Rental Assistance/Rapid Re-Housing as updates and additional information becomes available.
2. The City shall notify the Subrecipient of any changes as they become available, in SHIP regulations or program limits that affect the project, including but not limited to income limits, reporting requirements, etc.
3. The City will conduct monitoring visits and site inspections of work completed as grantee and regulatory authority for the project to ensure that the program requirements established by SHIP regulation and subsequent updates are met. The City will provide Subrecipient information regarding such monitoring or inspection visits to assist in ensuring compliance. Inspection visits may also include on-site inspection of rental housing where program participants have been placed.
4. The City will review data collected by Subrecipient for compliance with SHIP requirements.
5. The City will review Subrecipient payment requests and process payment to the Subrecipient.

Nothing contained herein shall relieve the Subrecipient of its responsibilities as provided under this Agreement.

SECTION 10 - OTHER REQUIREMENTS.

A. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation insurance, as the Subrecipient is an independent contractor, except as approved as reimbursable expenses to the Subrecipient under this Agreement.

B. Hold Harmless

The Subrecipient agrees to defend, indemnify and hold the City of Hialeah and Florida Housing Finance Corporation harmless from any and all claims, actions, suits, charges and judgments of any nature whatsoever which may arise from the Subrecipient's performance or nonperformance of this Agreement. The Subrecipient shall not be liable for acts of the City, its officers, agents or employees. Nothing in this paragraph shall be construed as a waiver by the City of its right to statutory sovereign immunity under Florida Statute §768.28.

C. Insurance and Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase blanket fidelity bond covering all employees in an amount equal to reimbursements from the City.

The Subrecipient shall also provide Workers' Compensation insurance coverage for all of its employees involved in the performance of this Agreement.

The Subrecipient shall also provide the City of Hialeah, when requested by City staff, a copy of the Certificate of Insurance.

D. Amendments

The City or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of each organization, such amendments shall not invalidate this Agreement, nor relieve or release the City or Subrecipient from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with Federal, state or local government guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Subrecipient.

E. Suspension or Termination of Agreement

- 1) With thirty (30) days written notice specifying the effective date, the City may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include, but are not limited to, the following:
 - a) Failure to comply with any of the rules, regulations or provision referred to herein, or such statutes, regulations, executive orders, and SHIP guidelines, policies, or directives as may become applicable at any time;
 - b) Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
 - c) Submission by the Subrecipient to the City of reports that are incorrect or incomplete in any material respect;
 - d) Ineffective or improper use of funds provided under this Agreement;
 - e) Failure of the Subrecipient to supply the City with reports and annual audits as required by the City herein;
 - f) Failure of the Subrecipient to comply with the City's corrective action plan respective to annual independent audits required by the City herein;
 - g) Suspension or termination by the State of the grant to the City under which this Agreement is made, or portion of it delegated by this Agreement; provided, however, that if the grant is merely reduced and in the absence of any contrary State directive, the Subrecipient may adjust its budget and recommend Agreement amendments to the City.
 - h) The City may also terminate, assign or transfer this Agreement when required by State direction.

- 2) The Subrecipient may propose to terminate this Agreement in whole or in part for good cause only by giving at least thirty (30) days written notice specifically stating the cause for such requested termination. Any such request for termination shall be subject to the written approval of the City, acted upon by the City within ten (10) days of receipt of the notice of request to terminate. The decision of the City shall be final and conclusive, provided that such approval shall not be unreasonably withheld.

SECTION 11 - ADMINISTRATIVE REQUIREMENTS.

The Subrecipient agrees to comply with the following, as applicable, and all requirements and standards which include but are not limited to the following:

A. Financial Management

1) Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21-26 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2) Cost Principles

The Subrecipient shall administer its Project in conformance with 2 CFR Part 215, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations", (formerly, OMB Circular A-110); 2 CFR Part 230, "Cost Principles for Non - Profit Organizations", (formerly, OMB Circular A-122); and OMB Circular A- 133, "Audits of States, Local Governments and Non-Profit Organizations", as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3) Allowable and Allocable Costs

Costs must be necessary, reasonable and directly related to the scope of services of this Contract. In addition, costs must be legal and proper. The budget included in Attachment B shall control amount of allowable expenditures.

4) Documentation of Costs

All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

B. Records - Public Records

1) Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a) Records providing a full description of each activity undertaken;
- b) Records required to determine the eligibility of activities;
- c) Records documenting compliance with the fair housing and equal opportunity components of the SHIP program;

2) Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the City's annual performance and evaluation report to the State in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3) Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level (based from program year's HUD release income guidelines), third party verification and other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

4) Disclosure of Client Information

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information is prohibited by Federal law, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this Agreement unless written consent is obtained from such person receiving service and, in the case of a minor, that of a parent/guardian.

5) Program Close-Out

The Subrecipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over SHIP funds, including program income.

In the event the Subrecipient does not expend the amount allocated under this Agreement or the project is canceled, expired, assigned or terminated for any reason, any funds not claimed by the Subrecipient and approved by the City for allowable costs by the end of the term or by the date of cancellation, expiration, or termination of this Agreement, as the case may be, shall no longer be payable to the Subrecipient under this Agreement.

6) Access to Records

At any time during normal business hours and as often as the City, Florida Housing Finance Corporation and/or the State of Florida may deem necessary, Subrecipient shall make available to the City, Florida Housing Finance Corporation and/or representatives of the State of Florida for examination all of its records with respect to all matters covered by this Agreement. Further, the Subrecipient shall permit the City, Florida Housing Finance Corporation, and/or representatives of the State of Florida to audit, examine and make excerpts of transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

7) Subrecipient Audit Requirements:

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, and the State of Florida or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning subrecipient audits and 2 CFR Part 200.

a) A Subrecipient that expends \$750,000 or more in federal funds is required to have an audit in accordance with 2 CFR Part 200.514. The Subrecipient is responsible for submitting a data collection form and reporting package to the federal clearinghouse within nine months of the end of the audit period. The reporting package must also be submitted to the Recipient. Per 2 CFR Part 200.515, the reporting package consists of:

1. Financial Statements
2. Schedule of Expenditures of Federal Awards
3. Summary Schedule of Prior Audit Findings
4. Auditor's report
5. Corrective Action Plan for current year audit findings

b) Subrecipients that receive any public funds (federal, state, or local government funds) are also subject to the audit requirements of Florida Statutes. An audit in compliance with 2 CFR Part 200 will meet the audit requirements of the state of Florida.

c) All Subrecipient audits shall be completed within 180 days after the ending date of the Subrecipient's fiscal year. One (1) copy of each audit report shall be delivered by the Subrecipient to the City.

- d) If the Subrecipient is unable or unwilling to have an audit conducted in accordance with 2 CFR Part 200, the City shall take one or more of the following actions:
1. Withhold a percentage of State SHIP funds until the applicable audit is completed satisfactorily;
 2. Suspend further disbursements of federal CDBG funds until the audit is conducted; or
 3. Terminate this Agreement in accordance with **Section 10 E. Suspension or Termination of Agreement** of this Agreement.

SECTION 12 - PARTICIPANT CONDITIONS.

A. Civil Rights and Compliance with Federal Laws

The Subrecipient agrees to comply with Title XLIV, Chapters 760-765, Civil Rights, Florida Statutes and with:

1. Title VI of the Civil Rights Act of 1964 as amended - which provides that no person in the United States shall on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
2. Title VIII of the Civil Rights Act of 1968 as amended - which provides for fair housing throughout the United States. Kinds of discrimination prohibited include refusal to sell, rent, or negotiate, or otherwise to make unavailable; discrimination in terms, conditions and privileges; discriminatory advertising; false representation; blockbusting; discrimination in financing; and discrimination in membership in multi-listing services and real estate broker organizations. Discrimination is prohibited on the grounds of race, color, religion, sex and national origin. HUD (and grantees) shall administer programs and activities relating to housing and urban development in a manner affirmatively to further the policies of this Title.
3. Section 109 of Title I of the Housing and Community Development Act of 1974 as amended - which provides that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.
4. Section 504 of the Rehabilitation Act of 1973 - which provides that handicapped individuals may not be excluded from participation in, be denied benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance.
5. The Americans with Disabilities Act of 1990 - which provides that no person shall on the basis of handicap, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance.

6. The Age Discrimination Act of 1975 - which provides that no person shall on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance.

7. Executive Order 11063 as amended by Executive Order 12259 - which requires equal opportunity in housing and related facilities provided by federal financial assistance.

8. Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086 - which prohibits discrimination on the grounds of race, creed, color, sex or national origin in employment under federally assisted construction contracts, as applicable.

B. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised in Executive Order 13279. The applicable non - discrimination provisions in Section 109 of the HCDA are still applicable.

SECTION 13 - SEVERABILITY.

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION 14 - WAIVER.

The City's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provisions.

SECTION 15 - JURY TRIAL, VENUE & ATTORNEY FEES.

Venue of all actions shall lie in Miami-Dade County, Florida. Each party waives the right to a jury trial. Each party agrees that the prevailing party shall be entitled to reimbursement of reasonable attorney fees, including court costs, from the opposing party. For the purpose of this Agreement, reasonable Attorney fees of the City Attorney shall be based on the fees regularly charged by a private Attorney with an equivalent number of years of professional experience who practices in Miami-Dade County, Florida

SECTION 16 - ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the City and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Subrecipient with respect to this Agreement.

SECTION 17 - APPLICABLE LAW

This law applicable to this Agreement is hereby agreed to be the law of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITRUS HEALTH NETWORK, INC.

By: Mario Jordan
Signature

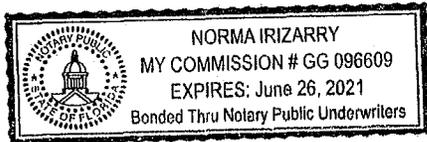
Title: President & CEO

State of Florida

Miami-Dade County

The forgoing instrument as acknowledged before me on this 11 day of March, 2019, by Mario Jordan He/She is personally known to me, or has produced his/her as identification, and did/did not take an oath.

Norma Irizarry
Notary Public



CITY OF HIALEAH

By: _____
Carlos Hernandez, Mayor

ATTEST: _____
Marbelys Fatjo, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Lorena Bravo, City Attorney

ATTACHMENT A
PROJECT INFORMATION AND DESCRIPTION

Scope of Work

- a. Funds will be awarded to renter households in Miami-Dade County that are in need of assistance for: (1) security and utility deposit assistance; (2) eviction prevention not to exceed 6 months' rent; and/or (3) rent subsidies for up to 12 months.
- b. Eligibility:
 - a. the household receiving assistance must include 1) at least one adult who is a person with special needs who is also at risk of losing housing or 2) a household that is experiencing homelessness.
 - i. a person with special needs as defined in S. 420.0004. "Person with special needs" means:
 1. an adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition; or
 2. a young adult formerly in foster care who is eligible for services under s. 409.1451(5); or
 3. a survivor of domestic violence as defined in s. 741.28; or
 4. a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits.
 - ii. At risk of losing housing as evidenced by a three day notice from landlord or a court filed eviction.
 - iii. homeless as defined in S. 420.621: "Homeless," applied to an individual, or "individual experiencing homelessness" means an individual who lacks a fixed, regular, and adequate nighttime residence and includes an individual who:
 1. Is sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; or
 2. Is living in a motel, hotel, travel trailer park, or camping ground due to a lack of alternative adequate accommodations; or
 3. Is living in an emergency or transitional shelter; or
 4. Has a primary nighttime residence that is a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings; or
 5. Is living in a car, park, public space, abandoned building, bus or train station, or similar setting; or
 6. Is a migratory individual who qualifies as homeless because he or she is living in circumstances described above.
 - iv. Recipients of other ongoing rental assistance (such as Section 8) are not eligible to receive assistance under this Strategy.
 - c. Household income must be under limit of very low income, (50% of area median income).
 - d. Additional Information:
 1. The lease must be at least twelve months in duration.
 2. Regardless of household income, rent can be up to 120% SHIP Rent Limit adjusted for bedroom size.
 3. Maximum award per household is capped at \$10,000.

**ATTACHMENT B
PROJECT BUDGET**

City of Hialeah SHIP Funds

1/2/2019 - 5/30/2020

Revenue Total

\$232,571.55

City of Hialeah SHIP Funds + Program Income	\$	151,406.55
City of Hialeah SHIP Disaster Recovery Allocation (Must be specifically used for citizens that are homeless due to a Natural Disaster. Proper documentation required)	\$	81,165.00

Expenses

Tenant Based Rent Assistance Prevention or Rapid Re-Housing incl. rent, utility and security deposits inspection, surveys, payment processing	\$	-
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Housing Coordination Housing Navigator Subcontract (Identifies landlords, outreach to partner agencies) This expense must be tied to each specific case	\$	-
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Total	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-

**ATTACHMENT C
REQUEST FOR PAYMENT**

SHIP RENTAL ASSISTANCE/RAPID RE-HOUSING PROGRAM

APPROVED BUDGET:

DISBURSEMENTS TO DATE:

AVAILABLE BALANCE:

This Request:

Budget Line Item:	Amount Requested:
Rental Assistance	
Housing Coordination (Tenant Counseling)	
TOTAL REQUEST	

Project Highlights (recommended, not required)

Signature of Agency Representative & Title

Date

Signature of City of Hialeah Grants & Human Services Staff

Date

ATTACHMENT B
PROJECT BUDGET

City of Hialeah SHIP Funds

1/2/2019 - 5/30/2020

Revenue Total		\$232,571.55
City of Hialeah SHIP Funds + Program Income	\$	151,406.55
City of Hialeah SHIP Disaster Recovery Allocation (Must be specifically used for citizens that are homeless due to a Natural Disaster. Proper documentation required)	\$	81,165.00

Expenses

Tenant Based Rent Assistance
Prevention or Rapid Re-Housing
incl. rent, utility and security deposits
inspection, surveys, payment processing

\$ -

Housing Coordination
Housing Navigator Subcontract
(Identifies landlords, outreach to partner agencies)
This expense must be tied to each specific case

\$ -

Total	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-