

RESOLUTION NO. 2019-093

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, APPROVING AND RATIFYING THE STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM'S OWNER OCCUPIED REHABILITATION PROGRAM SPONSOR AGREEMENT BETWEEN COMMUNITY REVITALIZATION AFFILIATES, INC. AND THE CITY OF HIALEAH, FLORIDA, A COPY OF WHICH IS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A", TO ADMINISTER A PORTION OF THE CITY'S STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM OWNER-OCCUPIED REHABILITATION PROGRAM, FOR A PERIOD BEGINNING UPON EXECUTION OF THE AGREEMENT THROUGH JUNE 30, 2021; AND AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AND DELIVER ALL STATE HOUSING INITIATIVES PARTNERSHIP'S FUNDS AND ALL OTHER NECESSARY OR CUSTOMARY DOCUMENTS IN FURTHERANCE THEREOF ON BEHALF OF THE CITY; 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; and

WHEREAS, the Owner Occupied Rehabilitation Program is an approved strategy in the existing Local Housing Assistance Plan (LHAP); and

WHEREAS, the City issued a Request for Applications ("RFA") seeking Sponsors to administer the inspection and construction portion of the Owner-Occupied Rehabilitation Program;

WHEREAS, only Community Revitalization Affiliates, Inc.'s application was received in response to the RFA; and

WHEREAS, Community Revitalization Affiliates, Inc. has made representations to the City, and the City has relied on such representations, including a commitment to honor all service delivery costs, and comply with all the terms and conditions included in the Agreement, a copy of which is attached hereto and made a part hereof as Exhibit "A".

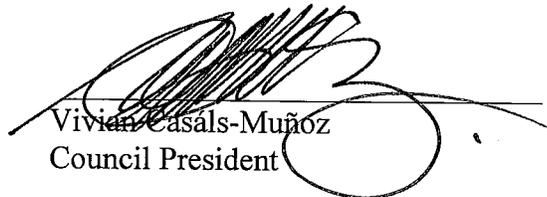
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

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 and ratifies the State Housing Initiatives Partnership (SHIP) Program's Owner Occupied Rehabilitation Program Sponsor Agreement between Community Revitalization Affiliates, Inc. and the City of Hialeah, Florida, a copy of which is attached hereto and made a part hereof as Exhibit "A", to administer a portion of the City's State Housing Initiatives Partnership Program Owner-Occupied Rehabilitation Program, for a period beginning upon execution of the Agreement through June 30, 2021, and authorizes the Mayor or his designee to execute and deliver all State Housing Initiatives Partnership's funds and all other necessary or customary documents in furtherance thereof on behalf of the City. All other 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 13 day of August, 2019.

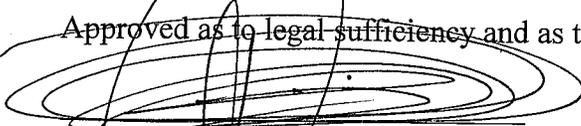

Vivian Casals-Muñoz
Council President

Attest: Approved on this 21 day of August, 2019.


Marbelys Fatjo, City Clerk


Mayor Carlos Hernandez

Approved as to legal sufficiency and as to form:


Lorena E. Bravo, City Attorney

Resolution was adopted by a 4-0-3 vote with Councilmembers, Casals-Muñoz, Garcia-Martinez, Caragol, and Zogby voting "Yes" and with Councilmembers Cue-Fuente, Hernandez and Lozano absent.

STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM OWNER-OCCUPIED REHABILITATION
PROGRAM
SPONSOR AGREEMENT FOR SERVICES

THIS AGREEMENT is made on this 8TH day of JULY 2019, between the CITY OF HIALEAH, a municipal corporation of the State of Florida, DEPARTMENT OF GRANTS AND HUMAN SERVICES, whose address is 501 PALM AVENUE, HIALEAH, FLORIDA 33010 (hereinafter referred to as "CITY") and COMMUNITY REVITALIZATION AFFILIATES, INC., a private for profit corporation under the laws of Florida, whose corporate headquarters mailing address is 7630 NW 11 Place; Plantation, Fl. 33322 (hereinafter referred to as "SPONSOR").

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

WHEREAS, the CITY'S SHIP Owner-Occupied Rehabilitation Program provides necessary improvements to owner-occupied single-family homes located in the Hialeah jurisdictional city limits, to make the home decent, safe and sanitary; and

WHEREAS, SPONSOR has been selected through an open competitive RFA process to carry out the scope of work identified in this agreement; and

WHEREAS, based on this agreement, the SPONSOR is to perform the final negotiated services consistent with the terms, conditions and requirements of this agreement and as further described herein.

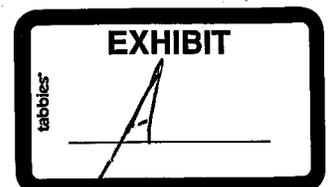
NOW, THEREFORE in consideration of the mutual covenants and obligations therein contained, including the attachments, and subject to the terms hereinafter stated, the Parties hereto understand and agree as follows:

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 Director for the Department of Grants and Human Services of the City of Hialeah, who shall act on behalf of the City in the execution, funding and programmatic control of this Agreement.
- b) "Approval by the City" or a similar term means written approval by the Administrator, Mayor or the City Council as may be required from time to time.
- c) "Area Median Income (AMI)" is the median annual household income for the Miami-Dade County metropolitan statistical area.
- d) "Days" – All references to days in this Agreement shall mean calendar days.



- e) "Parties" shall mean both the CITY and the SPONSOR.
- f) "Program" is hereby defined as the SHIP Owner-Occupied Rehabilitation Program as adopted in the CITY's FY 2016-17, FY 2017-18 and FY 2018-19 SHIP Local Housing Assistance Plan.
- g) "Program income" means the proceeds derived from interest earned on funds deposited into a bank account, proceeds from loan repayments, recycled funds, and all other income derived from SHIP funds deposited into an account.
- h) "Program Participant" means a household at 80 percent or less of the AMI, eligible to participate in the Owner-Occupied Rehabilitation Program.
- i) "CITY" shall mean City of Hialeah, with whom this Agreement is entered, and a contract is executed.
- j) "SPONSOR" shall mean COMMUNITY REVITALIZATION AFFILIATES, INC., with whom this Agreement is entered, and a contract is executed.
- k) Additional terms shall be as defined in the State Housing Initiative Partnership (SHIP) Program, 420.9071 and Chapter 67-37 of the Florida Administrative Code (also referred as the SHIP Program), the City of Hialeah 2016-2019 Local Housing Assistance Plan and any amendments thereto.

SECTION 3 -- PURPOSE

The purpose of this Agreement is to state the covenants and conditions under which the SPONSOR will implement the final negotiated Scope of Services

SECTION 4 - SCOPE OF SERVICES.

The SPONSOR shall, in a satisfactory and proper manner as determined by the CITY, perform the necessary tasks to administer and implement the final negotiated services described in Attachment A and incorporated herein by reference.

Upon execution of this agreement, the SPONSOR is to adhere to the set timeline as set forth in Exhibit "F".

SECTION 5 - TERM OF AGREEMENT.

This Agreement shall commence on the date this Agreement is executed by both parties and end no later than June 30, 2021.

SECTION 6 - BUDGET.

The SHIP funds shall be used solely for the stated purposes set forth in this Agreement. All 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 within thirty (30) days after the expiration or termination of this Agreement.

Project costs shall be paid in accordance with the following budget allocation: The maximum budget for each case shall be \$79,500.00. This is inclusive of all delivery and soft costs. Detail in Exhibit A. The CITY is retaining \$500.00 for initial verification and lien cost associated with each case. The SPONSOR 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 this Agreement.

SECTION 7 - PAYMENT.

1. Notwithstanding any other provision of this Agreement, or any amendment to this Agreement, all payments made to the SPONSOR shall conform with all applicable Federal and State laws, regulations, rules, and procedures.
2. As per Attachment A, the SPONSOR will be entitled to \$8,000.00 as a delivery fee for each case. The SPONSOR will be able to request 50% of the delivery fee at loan closing, once there is an executed Notice to Proceed. The remaining 50% of the delivery fee will be able to be requested once the project is completed, passes a Final Building Inspection, and all required project documentation have been uploaded to the Neighborly Software® Program.
3. Reimbursement of eligible expenses shall be made in accordance with performance using the Request for Payment forms provided as Attachment "B" and "C". The SPONSOR'S Invoice and all required supporting documentation must be included along with the payment request and uploaded to Neighborly Software® Program. Once all required documents are uploaded to Neighborly Software® Program, payment shall be processed within twenty (20) days.
4. Payment will be made to SPONSOR at:

COMMUNITY REVITALIZATION AFFILIATES, INC.
Attn: ANDREW AZEBEOKHAI
7630 NW 11 PLACE
PLANTATION, FL 33322

Delivery fee payments will be made only for services listed in the scope of services. Contractor payments will be made directly to the contractor by the CITY.

SECTION 8 – MANDATORY NOTICES.

Notices required by this Agreement shall be uploaded to Neighborly Software® Program by the SPONSOR.

All other 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:

City of Hialeah
Grants and Human Services Department
501 Palm Avenue, First Floor
Hialeah, FL 33010
Office: (305) 883-8040
email: cohrehabneed@hialeahfl.gov

SPONSOR:

Community Revitalization Affiliates, Inc.
Attn: Andrew Azebeokhai, President
7630 NW 11 Place
Plantation, Fl. 33322
Office: (954) 401-2932
E-mail: andrewazeb@gmail.com

SECTION 9 - CITY RESPONSIBILITIES.

1. The CITY shall provide information regarding requirements for SHIP Owner-Occupied Rehabilitation Program as updates and additional information becomes available.
2. The CITY shall determine household income in accordance with 24 CFR part 5 to ensure that the households interested in program participation are income eligible.
3. The CITY shall notify the SPONSOR of any changes as they become available, in SHIP regulations or program limits that affect the activity, including but not limited to income limits, reporting requirements, property value limits, technical revisions or amendments to the LHAP, etc.
4. As grantee and regulatory authority for the project, the CITY will conduct monitoring visits and site inspections of work completed to ensure that the program requirements established by the SHIP regulations and subsequent updates are met. The CITY will provide information to the SPONSOR regarding such monitoring or inspection visits to assist in ensuring compliance. Inspection visits may also include on-site inspection of properties rehabilitated with SHIP funds.

The CITY will carry out no less than one (1) annual on-site monitoring visit to evaluate activities as determined necessary. At the CITY's discretion, a desk top review of the activities may be conducted in lieu of an on-site visit. The continuation of this Agreement is dependent upon satisfactory evaluations. The SPONSOR shall, upon the request of the CITY, submit information and status reports required by the CITY, to enable the CITY to evaluate said progress and to allow for completion of reports required. The SPONSOR shall allow the CITY to monitor the SPONSOR on site. Such site visits may be scheduled or unscheduled as determined by the CITY.

The CITY will monitor the performance of the SPONSOR based on goals and performance standards as stated with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. Substandard performance as determined by the CITY will constitute noncompliance with this Agreement. If corrective action is not taken by the SPONSOR within a reasonable period after being notified by the CITY, contract suspension or termination procedures will be initiated. The SPONSOR agrees to provide the CITY, or the CITY'S internal auditor(s) access to all records related to performance of activities in this agreement.

5. The CITY will review data collected by SPONSOR for compliance with SHIP requirements.

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 SPONSOR 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 SPONSOR is an independent contractor, except as approved as reimbursable expenses to the SPONSOR under this Agreement.

B. Indemnification and Hold Harmless

The SPONSOR agrees to defend, indemnify, and hold the CITY harmless from any and all claims, actions, losses, damages, suits, charges causes of action and judgments of any nature whatsoever which may arise from the SPONSOR'S and any of the SPONSOR'S contracted vendor's performance or nonperformance of this Agreement including costs and expenses for or on account of any or all suits relating to this Agreement, and shall pay all costs and judgments which may issue thereon. The SPONSOR shall also hold the CITY harmless and indemnify the CITY for funds which the CITY is obligated to refund the State arising out of the conduct of activities under this Agreement. 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.

The SPONSOR agrees to indemnify, defend, save, and hold the Released Parties harmless against any and all liabilities, losses, costs or expenses (including, without limitation, any and all attorney's fees, court costs and expenses through trial and/or administrative hearing and on appeal) arising from or in connection with this the performance or non-performance of, default or breach of this Agreement by any of the Released Parties.

C. Insurance and Bonding

The SPONSOR shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and at a minimum shall purchase blanket fidelity bond covering all employees in an amount equal to reimbursements from the CITY. The CITY shall be named as an additional insured on the SPONSOR'S insurance policy. The minimum insurance requirement to be held by the SPONSOR and vendors, as mentioned under Attachment 18 on page 69 of the SPONSOR's response to the RFA Owner Occupied Rehabilitation Strategy RFA-001.

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

The SPONSOR shall provide the CITY a copy of the Certificate of Insurance for all vendors, fourteen (14) days prior to hiring.

D. Amendments

The CITY or SPONSOR 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 SPONSOR 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 SPONSOR. As specified in Section 8 – Mandatory Notices.

E. Default, Suspension or Termination of Agreement

- 1) Within thirty (30) days written notice specifying the effective date, the CITY may suspend or terminate this Agreement if the SPONSOR 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 SPONSOR to fulfill in a timely and proper manner its obligations under this Agreement;
 - C. Submission by the SPONSOR 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 SPONSOR to supply the CITY with reports and annual audits as required by the CITY herein;
 - F. Failure of the SPONSOR 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 Florida or FHFC, 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 SPONSOR may adjust its budget and recommend Agreement amendments to the CITY.
- 2) The CITY may terminate, assign or transfer this Agreement when required by State direction.
 - 3) The CITY may terminate for convenience or cause. In the event of any termination for convenience, all finished or unfinished documents, data, reports or other materials prepared by the SPONSOR under this Agreement shall, at the option of the CITY, become the property of the CITY. Upon termination of this Agreement, the CITY can terminate or suspend payment and specify the effective date thereof, at least seven (7) days before the effective date of termination or suspension. If payments are withheld, the CITY shall specify in writing the actions that must be taken by the SPONSOR as a condition precedent to resumption of payments and shall specify a reasonable date for compliance.
 - 4) The SPONSOR 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.

F. Grantor Recognition

The SPONSOR shall ensure recognition of the role of the grantor agency and the SHIP Program in providing services through this contract. All publicity materials or notices pursuant to this contract shall be prominently labeled as to funding source and use the SHIP program logo.

SECTION 11 - ADMINISTRATIVE REQUIREMENTS.

The SPONSOR 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 SPONSOR agrees to comply with 24 CFR 84.21-28 or similar accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Allowable and Allocable Costs

Costs must be necessary, reasonable, legal, proper, directly related to the scope of services of this Contract as illustrated in Exhibit "A", and in conformity with Sections 6 and 7 of this Agreement.

3. 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 in accordance with Section 5 of this Agreement. 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. Conflict of Interest. At all times the SPONSOR and all vendors shall comply with federal, state, and local conflict of interest laws. The SPONSOR and all vendors/contractors/subcontractors must sign the conflict of interest affidavit Attachment "E" and have the affidavit notarized. These forms must be submitted fourteen (14) days prior to the hiring of the contractor/subcontractor.

1. Conflicts Prohibited

Except as provided in this section, no persons receiving SHIP assistance may occupy an assisted affordable housing unit if any of the following conditions apply:

- a. They exercise or have exercised any functions or responsibilities with respect to activities assisted with Federal and/or State funds; or
- b. They are in a position to participate in a decision-making process, or to gain inside information with regard to a Federal and/or State assisted activity; or
- c. They may obtain a financial interest or benefit from a Federal and/or State assisted activity; or
- d. They have or will have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

2. Persons Covered

The CITY's conflict of interest policy states that no person shall enter into any contract or transact any business with the CITY either directly or indirectly or through any person or agency acting under contract with the CITY. The term "person" includes officers, officials, board members, committee members, commission members, members of agencies of the CITY and employees and the following family members of such "person": father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, brother-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister. Applicants must comply with federal, state and local conflict of interest laws.

C. Public and Client Records Request

The SPONSOR understands that the CITY is a public agency subject to Chapter 119, Florida Statutes. The SPONSOR shall comply with Florida's Public Records Law. Specifically, the SPONSOR shall notify the CITY of any Public Records Requests received, immediately and without delay, but in no event no later than 72 hours via email to cohrehabneed@hialeahfl.gov.

SPONSOR shall maintain records in accordance with Florida's Public Records Law (F.S. Chapter 119) and will ensure that all persons assisted are aware of the public records law requirements. The SPONSOR understands that client information collected under this contract is private and the use or disclosure of such information may be prohibited by Federal and state law, when not directly connected with the administration of the CITY's or SPONSOR'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.

D. Record Keeping

1. Records to be Maintained

The CITY and the SPONSOR shall maintain all records required by the General Records Schedule Gs1-SI for State and Local Government Agencies 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;
- d) All financial records related to the program and activities funded under this program.

2. Retention

The CITY and the SPONSOR shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of five (5) years after the completion of term of this Agreement. For client files assisted with SHIP funds, the records shall be maintained for five (5) years after the loan has been released or satisfied, provided audits have been released, whichever is later. 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 five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

Records should be retained in electronic form or the standards that comply with the Florida Administrative Code.

3. Prohibited Activity

The SPONSOR and personnel employed in the administration of the program are prohibited from using funds provided herein for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

4. Access to Records and Sponsor Audit Requirements

At any time during normal business hours and as often as the CITY, FHFC, and/or the State of Florida may deem necessary, SPONSOR 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 SPONSOR shall permit the CITY,

FHFC, 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.

Any deficiencies noted in audit reports must be fully cleared by the SPONSOR within thirty (30) calendar days after receipt by the SPONSOR. The SPONSOR hereby agrees to have an annual agency audit conducted in accordance with current CITY policy concerning sponsor audits and Florida Statute § 215.97(6).

- a) A SPONSOR that expends \$750,000 or more in federal or State funds is required to have an audit in accordance with 2 CFR Part 200.514 and Section 215.97, Florida Statutes (Florida Single Audit Act) and must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller, and Chapter 10.650, Rules of the Auditor General.

In connection with these audit requirements, the SPONSOR shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes; this includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.650, Rules of the Auditor General.

The reporting package consists of:

- i. Financial Statements
- ii. Schedule of Expenditures of Awards
- iii. Summary Schedule of Prior Audit Findings
- iv. Auditor's report
- v. Corrective Action Plan for current year audit findings

- b) Sponsors that receive any public funds (federal, state, or local government funds) are also subject to the audit requirements of Section 215.97(6), Florida Statutes. An audit in compliance with 2 CFR Part 200 will meet the audit requirements of the state of Florida.
- c) All SPONSOR audits shall be completed within 180 calendar days after the ending date of the SPONSOR's fiscal year (December 31). One (1) copy of each audit report shall be delivered by the SPONSOR to the CITY.
- d) If the SPONSOR is unable or unwilling to have an audit conducted in accordance with Section 215.97(6), Florida Statutes or 2 CFR Part 200, the CITY shall take one or more of the following actions:
 - a. Withhold a percentage of SHIP funds until the applicable audit is completed satisfactorily;
 - b. Suspend further disbursements of SHIP funds until the audit is conducted; or
 - c. Terminate this Agreement in accordance with Article 10(E) of this Agreement.

If the SPONSOR expends less than \$750,000 in State awards in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the SPONSOR expends less than \$750,000 in State awards in its fiscal year and elects to have an audit

conducted in accordance with the provision of Section 215.97, Florida Statutes, the cost of the audit must be paid from non-State funds.

SECTION 12 – PROGRAM CLOSE OUT.

The SPONSOR'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: processing and releasing final payments along with required documents, for instance warranties, all Final Release from contractors and subcontractors, all final inspections have been approved by the Building Department, 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 CITY has control over SHIP funds, including program income.

In the event the SPONSOR 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 SPONSOR 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 SPONSOR under this Agreement.

SECTION 13 - PARTICIPANT CONDITIONS.

The SPONSOR agrees that no person shall, on the ground of race, creed, color, religion, national origin, sex, handicap, familial status, marital status, or age be excluded from the benefits of or be subjected to discrimination under any activity carried out by the SPONSOR in performance of this Agreement. Upon receipt of evidence of such discrimination, the CITY shall have the right to terminate this Agreement. The SPONSOR will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The SPONSOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

A. Civil Rights and Compliance with Federal Laws

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

- 1) 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, disability, age, religion, 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.

- 2) The Americans with Disabilities Act of 1990 - which provides that no person shall on the basis of disability, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance.

B. Nondiscrimination

The SPONSOR 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 14 - 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 15 - WAIVER.

The CITY'S failure to act with respect to a breach by the SPONSOR 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 16 - 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 17 - ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the CITY and the SPONSOR 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 SPONSOR with respect to this Agreement.

Each Attachment referred to in this Agreement forms an essential part of this Agreement. The Attachments if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

Agreement May Be Signed in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Confirmation of execution by electronic transmission of a facsimile signature page shall be binding on a party so confirming.

SECTION 18 - 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.

Community Revitalization Affiliates, Inc.

By:  _____
Signature

Date: 07/05/19

Name: ANDREW AZEREKHIA

Title: PRESIDENT / CEO

CITY OF HIALEAH

By:  _____
Annette Quintana, Director

Date: 7/8/19

ATTACHMENT A

**FINAL NEGOTIATED SERVICES TO BE PROVIDED BY
COMMUNITY REVITALIZATION AFFILIATES, INC.**

<p align="center">Direct Delivery Cost To Be Provided by CRA - \$8,000.00</p>	<p align="center">Soft Cost Services and Estimated Cost</p>
<ol style="list-style-type: none"> 1. Contact the list of known contractors to Bid on the projects. 2. Open the Bids and Award the bid to lowest, responsive and responsible bidder. 3. Once the Contractor is established, schedule and conduct loan closing with qualified the homeowner at COH. 4. Assure the contractor has the proper guidance and documents required to commence the permitting process. 5. Oversee and manage the construction process from Permitting through Final Inspection. 6. Review any change orders review that should arise during construction and provide a recommendation. 7. Review and Process any payments until final inspection. 8. Upload all documents to Neighborly Software® Program. 	<ol style="list-style-type: none"> 1. Title Lien search on property - \$200.00. 2. Inspection Services - \$2,200.00. <ol style="list-style-type: none"> A. Inspect and asses the property. B. Prepare work write-up with bid specs. C. Create the scope of work that will be given to contractors to bid on. D. Set-up and hold the pre-bid meeting. E. Send Final corrected work write-up and scope of work to contractors for bidding. 3. Test for Mold if necessary. - \$1,500.00 4. Test for Lead if necessary. - \$1,000.00 <p>*Soft cost services shall not exceed \$4,900.00. All soft cost services shall be paid by the CITY directly to each vendor.</p>

<p>9. Provide to the CITY a Contractor/ Subcontractors List, which includes a Debarment Check, (14) days prior to hiring of contractor and or subcontractors. See Attachment D.</p> <p>10. Provide an updated Annual Report Worksheet after the completion of every case. Check FHFC for the most recent released worksheet.</p>	
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ATTACHMENT B

REQUEST FOR PROJECT PAYMENT

Homeowner Name	
Project Address	
Project Case Number	
Activity	Owner Occupied Rehabilitation
Funding Source	SHIP
Brief Description of Payment Request	
Contract Amount	
Payment Amount Requested	
Balance	

CONTRACTOR'S INFORMATION

Company Name: _____ Authorized Signature: _____

Date: _____ Print Name: _____

INSPECTION COMPANY

Company Name: _____ Authorized Signature: _____

Date: _____ Print Name: _____

Date of Acceptance _____ Signature _____
Homeowner

Date of Acceptance _____ Signature _____
Homeowner

Date of Acceptance _____ Signature _____
CRA Representative

Approved: _____
Leonard Grandio Jr., Program Specialist III Date FY Used

Approved: _____
Annette Quintana, Director Date

**ATTACHMENT D
CONTRACTOR/SUBCONTRACTORS LIST**

PROGRAM: **SHIP**

PROJECT NAME:

PROJECT ADDRESS:

Complete and submit the names of all Contractors & Subcontractors who will be actively employed in the actual rehabilitation of the above mentioned project prior to contract commencement date.

	<u>FIRM NAME</u>	<u>*TRADE</u>	<u>ADDRESS</u>	<u>PHONE</u>	√ or X	√ or X
					<u>ALL LICENSES & INSURANCE ACTIVE</u>	<u>DEBARMENT CHECK APPROVED</u>
1)						
2)						
3)						
4)						
5)						
6)						
7)						
8)						
9)						
10)						
11)						
12)						
13)						
14)						

*Trade refers to the type of firm being listed.

Date _____

Signature _____

CRA Representative

ATTACHMENT E

CONFLICT OF INTEREST AFFIDAVIT

CONFLICT OF INTEREST

CITY OF HIALEAH CONFLICT OF INTEREST: No person shall enter into any contract or transact any business with the City of Hialeah either directly or indirectly or through any person or agency acting under contract with the City. The word "person" includes officers, officials board members, committee members, commission members, members of agencies of the City and employees and the following family members of such "person": father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, brother-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister. Applicants must comply with federal, state and local conflict of interest laws.

Community Rent Organizer / Affiliates, Inc

Business Name

[Signature]
President/COO Signature

07/05/19
DATE

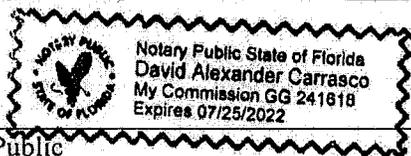
AMANDA AZEBE KRAI

PRINT NAME

I have a conflict of interest. I do not have a conflict of interest.

STATE OF FLORIDA
COUNTY OF BROWARD

Sworn to and subscribed before me this 7 day of 1 2019, by [Signature]
who has produced photo identification _____ or is/are personally known to me.



Notary Public

My commission expires:

ATTACHMENT F

TIMELINE

**INITIAL APPROVED PROJECTS
CASE NUMBERS - 10027, 10031, 10024, 10026, 10035**

DESCRIPTION	DATE
Meet with Building Official to review Permit Process Guidelines	June 21, 2019
Perform Lien Search of the Property	June 26, 2019
Inspectors to Inspect Properties to establish work write-ups and scope of work	July 3, 2019
Project to be put out to bid	July 17, 2019
Open Bid	July 31, 2019
Sign Contracts	August 16, 2019
Contractor to Pull Permit & Start Construction	September 16, 2019
Complete Construction	December 16, 2019
Close out Project	December 30, 2019

GENERAL JOB TIMELINE

DESCRIPTION	DATE FROM WHEN APPROVED
Perform Lien Search of the Property	ONE WEEK
Inspectors to Inspect Properties to establish work write-ups and scope of work	TWO WEEKS
Project to be put out to bid	THREE WEEKS
Open Bid	MONTH & WEEK
Sign Contracts	TWO MONTHS
Contractor to Pull Permit & Start Construction	TWO & A HALF MONTHS
Complete Construction	SIX MONTHS
Close out Project	SIX & A HALF MONTHS