

RESOLUTION NO. 2020-107

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, APPROVING A CORONAVIRUS RELIEF FUND (CRF) SUB-GRANTEE AGREEMENT BETWEEN CITRUS HEALTH NETWORK, INC. AND THE CITY OF HIALEAH, FLORIDA, TO PROVIDE FINANCIAL ASSISTANCE TO CITY OF HIALEAH HOMEOWNERS WHO HAVE BEEN FINANCIALLY IMPACTED BY COVID-19 WITH MORTGAGE AND UTILITY PAYMENT ASSISTANCE, IN A TOTAL AMOUNT NOT TO EXCEED \$637,500.00, FOR A TERM COMMENCING ON AUGUST 15, 2020 AND ENDING ON DECEMBER 30, 2020; AND AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO EXECUTE THE CORONAVIRUS RELIEF FUND (CRF) SUB-GRANTEE AGREEMENT, A COPY OF WHICH IS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1"; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Hialeah is the recipient of Coronavirus Relief Fund (CRF) from the State of Florida through the Florida Housing Finance Corporation; and

WHEREAS, the Coronavirus (COVID-19) emergency has caused disruption in Florida's economy leading to high rates of unemployment and business closures; and

WHEREAS, many residents of the City of Hialeah need assistance with mortgage and utility payments; and

WHEREAS, Citrus Health Network, Inc. is a non-profit organization that is qualified to perform the various management and administrative tasks required for the expenditure of Coronavirus Relief Fund, and needed for the successful implementation of the City's Coronavirus relief assistance programs; and

WHEREAS, it is in the best interest of the City to enter into this Coronavirus Relief Fund (CRF) Sub-Grantee Agreement with Citrus Health Network, Inc. to provide financial assistance and support to City of Hialeah families in need of aid with mortgage and utility payments, in the total amount of \$637,500.00, for a term commencing on August 15, 2020 and ending on December 30, 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.

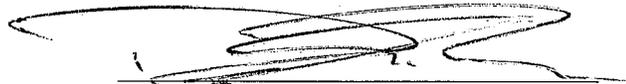
RESOLUTION NO. 2020-107

Page No. 2

Section 2: The City of Hialeah, Florida hereby approves a Coronavirus Relief Fund (CRF) Sub-Grantee Agreement between Citrus Health Network, Inc. and the City of Hialeah, Florida, to provide financial assistance to City of Hialeah homeowners who have been financially impacted by COVID-19 with mortgage and utility payment assistance, in a total amount not to exceed \$637,500.00, for a term commencing on August 15, 2020 and ending on December 30, 2020, and further authorizes the Mayor and the City Clerk, as attesting witness, on behalf of the City, to execute the Coronavirus Relief Fund (CRF) Sub-Grantee Agreement, a copy of which is attached hereto 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.

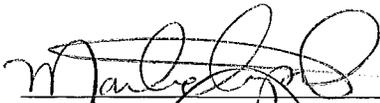
PASSED AND ADOPTED this 11 day of August, 2020.



Oscar De la Rosa
Council Vice-President

Attest:

Approved on this 25 day of August, 2020.

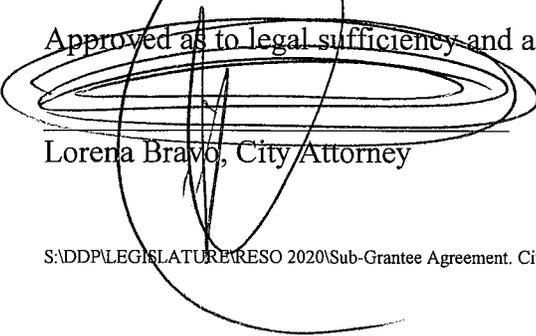


Marbelys Fatjo, City Clerk



Mayor Carlos Hernandez

Approved as to legal sufficiency and as to form:



Lorena Bravo, City Attorney

Resolution was adopted by 6-0-1 vote with Councilmembers, Cue-Fuente, De la Rosa, Garcia-Roves, Perez, Tundidor, and Zogby, voting "Yes" and with Council President Hernandez absent.

CORONAVIRUS RELIEF FUND (CRF)
SUB-GRANTEE AGREEMENT

THIS FUNDING AGREEMENT ("Agreement") is entered between **Citrus Health Network** (hereinafter referred to as "Sub-Grantee"), a private non-profit corporation operating under the laws of the State of Florida, whose corporate headquarters' mailing address is 4175 West 20 Avenue, Hialeah, Florida 33012 and 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") Upon execution by both parties, this Contract shall become effective as of the date the last party signs ("Effective Date").

WITNESSETH:

WHEREAS, the Coronavirus (COVID-19) emergency has caused disruption in Florida's economy leading to high rates of unemployment and business closures;

WHEREAS, Many Floridians are in need of assistance mortgage and utility payments;

WHEREAS, the State of Florida has been awarded funds pursuant to, section 601(d) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security (CARES) Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020);

WHEREAS, a portion of the CARES Act Funds (designated the "Coronavirus Relief Funds" or "CRF funds") has been distributed to the CITY under a written Sub-Grantee Agreement with the Florida Housing Finance Corporation;

WHEREAS, the Sub-grantee has legal authority to enter into this agreement and possesses the experience and ability necessary to conduct and perform the services which is the subject of this Agreement and agrees to use such experience and ability in its execution and completion of this Agreement for the benefit of the CITY and has been selected as a qualified Sub-Grantee to carry out the scope of work identified in this agreement;

WHEREAS, the Sub-Grantee and CITY wish to enter into this Agreement which will govern the disbursement and expenditure of CRF funds;

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

- A. Recitals: The recitals stated above are true and correct, are incorporated herein, and form an integral part of this Agreement.

- B. Definitions:
 - 1. "Administrative Expenditures" means funds, not to exceed 10% of the contract award, expended by Sub-Grantee to carry out the activities of CRF. This expense may include salaries and benefits of staff, office supplies and equipment, required travel, advertising, recording costs.
 - 2. "Annual income" means annual income as defined under the Section 8 housing assistance payments programs in 24 C.F.R. part 5.
 - 3. "Eligible Housing" means any real and personal property located within the county or eligible municipality which is designed and intended for the primary purpose of providing decent, safe, and sanitary residential units that are designed to meet the standards of the Florida Building Code or previous building codes adopted under Chapter 553, Fla. Stat., or manufactured housing constructed after June 1994 and installed in accordance with the installation standards for mobile



or manufactured homes contained in rules of the Department of Highway Safety and Motor Vehicles. Properties that receive rehabilitation or repair under this program must meet the definition of eligible housing.

4. "Eligible Persons" or "Households" means one or more natural persons or a family determined by Sub-Grantee to be earning not more than 120% of the area median income according to the income limits adjusted to family size published annually by Florida Housing.
5. "Eligible Sponsor" means a person or a private or public for-profit or not-for-profit entity that applies for an award under CRF for the purpose of providing Eligible Housing for Eligible Persons.
6. "Expended" means the affordable housing activity is complete.
7. "Program Income" means proceeds derived from interest earned on or investment of the funds, proceeds from loan repayments, recycled funds, and all other income derived from use of CRF funds that must be returned to the local government by the Sub-Grantee or sponsor.
8. "Project Delivery Costs" means those costs related to the delivery of housing related services to an eligible applicant that are not included as part of Administrative Expenditures.
9. "Sub-Grantee" means a person or organization contracted by the CITY that is compensated with CRF funds to provide administration of any portion of the CRF.

C. Allocation and Use of Funds:

1. Amount of Funds Available to Sub-Grantee: The total funds made available to Sub-Grantee under this Agreement is: \$637,500.00.
2. Disbursement of Funds to Sub-Grantee: The available funds will be disbursed to Sub-Grantee for activities described in Item 3.d., below. Funds will be disbursed on a reimbursement basis and must be expended by the expiration dates established. Please refer to the expenditure timeline table below:

Expenditure Timeline Table

Expenditure Amount	Expiration Date
\$212,500	September 30, 2020
\$425,000	December 30, 2020

If the local government determines that the Sub-Grantee has failed to make satisfactory progress in meeting the requirements of this Agreement or has otherwise failed to satisfactorily perform under the terms of this Agreement, the local government may terminate this agreement providing 10 days written notice to the Sub-Grantee for failure to comply with the terms of the agreement and/or the projected accomplishments defined in Attachment A. The Sub-Grantee, at the discretion of the CITY may provide a written plan to address the issues prepared by the Sub-Grantee and submitted to CITY for approval.

3. Establishment of CRF Trust Fund: Sub-Grantee must establish and maintain a CRF trust fund or a pooled account where CRF funds are clearly designated.
4. Expenditure of Funds by Sub-Grantee: CRF funds shall be Expended by Sub-Grantee for the following:
 - a. Direct CRF Administrative Expenditures and Project Delivery Costs incurred on or after

August 15, 2020 in an amount no more than a cumulative 10% percent of CRF funds incurred by Sub-Grantee, a consultant to Sub-Grantee, and/or a Sponsor. CRF funds shall not be used to pay for Administrative Expenditures and Project Delivery Costs incurred prior to August 15, 2020.

b. Awards to assist Eligible Housing for Eligible Persons or Households or Eligible Sponsors.

c. CRF funds may be used for the following pre-approved program purposes or activities:

1. Mortgage and utility payments for up to 3 months for CITY residents only.

All other activities must be presented in writing to the CITY and approved in writing prior to implementation.

5. Term: The period of performance for this grant is August 15, 2020 – December 30, 2020. In executing this Agreement, Sub-Grantee is certifying that all CRF funds will be Expended by December 30, 2020. The term of this agreement will be from the Effective Date through March 31, 2021.
6. Advertisement of Availability of Funds: CRF funding availability shall be advertised by Sub-Grantee in newspaper, website, Facebook, flyers or other method with outreach to as many eligible persons as possible reaching racially, ethnically and income diverse neighborhoods, at least 10 days before the beginning of the application period. This 10-day period does not prevent assistance to applicants that have already applied and been determined eligible prior to the application period. At a minimum, the advertisement shall contain:
 - a. The amount of funds projected to be received from the state for the fiscal year(s).
 - b. The beginning and ending date of the application period;
 - c. The name of the contact person and other pertinent information where applicants may apply for assistance (phone number, address, email, and hours of operation);
 - d. Copies of all outreach shall be retained and provided to the CITY upon request.
7. Repayments:
 - a. The Sub-Grantee shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the eligible period of performance. The Sub-Grantee shall ensure that its contractors, subcontractors, and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the period of performance.
 - b. The Sub-Grantee shall refund to the CITY any unobligated funds which have been advanced or paid to the Sub-Grantee upon termination of this Agreement.
 - c. Any unexpended funds under this Agreement, including unexpended program income earned, must be returned to the CITY upon termination of this Agreement.
 - d. Upon termination of this Agreement, or upon any determination made indicating such, the Sub-Grantee shall refund to CITY any funds paid in excess of the amount to which the Sub-Grantee or its contractors, subcontractors, or consultants are entitled under the terms and conditions of this Agreement.
 - e. The Sub-Grantee shall refund to the CITY any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to the CITY within 15 calendar days from Sub-Grantee's receipt of notification of such non-compliance.
 - f. The Sub-Grantee's obligations under this section will survive the termination of the Agreement.
8. Performance under this Agreement is subject to 2 C.F.R Part 200, entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."

- 9. Single Audit Act: Funds payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance. The Sub-Grantee shall conduct a single or program-specific audit in accordance with the provisions of 2 C.F.R. Part 200 and the related provisions of the Uniform Guidance, if it expends more than \$750,000 or more in Federal awards from all sources during its fiscal year. The Catalog of Federal Domestic Assistance (CFDA) number for these funds is 21.019.

- D. Application for CRF Eligible Person or Household Assistance: Sub-Grantee shall establish criteria for CRF assistance and develop an application for CRF eligibility.
 - a. The application for assistance should contain all the necessary information to determine whether an applicant household is potentially eligible for CRF assistance. In accordance with the provisions of Sections 760.20-760.37, Fla. Stat., it is unlawful to discriminate on the basis of race, religion, color, sex, familial status, national origin, or handicap in the award application process for Eligible Housing.
 - b. At a minimum, an application for program assistance should contain the following items for each household members:
 - i. The number of people residing in the household including name, age, relationship to head of household, current address and home phone number;
 - ii. Name and address of employer(s), work phone number(s), position title and number of years on job with employer;
 - iii. Sources of annual income, including earned, unearned and asset income, and a statement signed by all of the adults who reside in the household consenting to the disclosure of information for the purpose of verifying income and assets for determining income eligibility for program assistance.
 - iv. A signed statement indicating that the applicant understands that all information provided is subject to Florida's public records laws.
 - v. A statement that it is a first-degree misdemeanor to falsify information for the purpose of obtaining assistance.

- E. Allowable Mortgage Payments: Mortgage payment assistance may be awarded to eligible applicants. This may include principle and interest, insurance, and homeowner association fees. Real Estate taxes can be part of PITI to the lender.

- F. Income Categories: All households assisted must be at or below 120% of the area median income.

- G. CRF Award Terms: CRF funds will be awarded directly to mortgage company, banking institution.

- H. Reporting Requirements: The Sub-Grantee must provide CITY with monthly reports beginning on September 15, 2020 and a closeout report by February 5, 2021. These funds must include the current status and progress of the expenditure of funds under this Agreement, in addition to any other information requested by the CITY. All funds must be accounted for on the CRF Data Upload Form as provided by CITY. Quarterly reports are due to CITY no later than 10 days after the end of each quarter. The first quarterly report due pursuant to this agreement is due for the quarter ending September 30, 2020.

- I. Program Compliance
 - 1. File Management and Record Retention relating to CRF Eligible Persons or Sponsors:

Sub-Grantee must maintain a separate file for every applicant, Eligible Person, sub recipient Sponsor, regardless of whether the request was approved or denied.

- a. Contents of File: Each file must contain sufficient and legible documentation. Documents must be secured within the file and must be organized systematically.
- b. Record and File Retention: The Sub-Grantee is required to retain records and other relevant documentation for each applicant, Eligible Person, Sub-recipient or Sponsor for five fiscal years after funds have been expended or five years after the expiration of a use restriction agreement, and accounted for and/or satisfaction of loans, whichever is later, provided applicable audits have been released.
 - i. The minimum requirements for documentation of award depends upon the type of assistance awarded and the funding sources. Every file should contain a section of notes and a file checklist, which tracks the efforts and progress of obtaining necessary documents. The checklist is a useful tool for all persons who must have access to the file. However, this checklist may be modified to accommodate the need for additional documentation.
 - ii. Eligible Sponsors(developers) who are awarded funds have the responsibility for maintaining clear and accurate files on project recipients and activities. Sub-Grantee must monitor the Eligible Sponsors files on a regular basis to ensure that all information is collected that will be needed for reporting. Sub-Grantee's housing administrator must also review the file documentation to ensure that assistance is awarded to Eligible Persons and that all project activities conform to program requirements.
 - iii. In cases where a Sub-Grantee is used to administer CRF, Sub-Grantee is ultimately responsible for program compliance.
 - iv. All other records that document the award or expenditure of CRF funds must be retained for five fiscal years after the funds have been expended or five years after the expiration of a use restriction agreement and accounted for and/or satisfaction of loans, whichever is later, provided applicable audits have been released. This means that for cases that were assisted Sub-Grantee must retain all records no less than five years after the loan has been satisfied, provided audits have been released, whichever is later. Housing records of this type include, but are not limited to:
 - 1) applications;
 - 2) program and set-aside records;
 - 3) housing agreements;
 - 4) income verifications and
 - 5) other records as required by the CITY, Florida Housing or federal, state and local law or regulations.
 - v. Records must be retained in electronic form. The standards used must comply with the Florida Administrative Code. Local record retention requirements may be stricter than the State.
- c. Access to Files: Florida Housing Finance Corporation, the CITY or any duly authorized representative shall be permitted to inspect any files relating to CRF Eligible Person or Sponsors including but not limited to advertisements, applications, income verifications and certifications, plan participation contracts, financial records, tracking system records, construction cost verification including receipts and contracts, rental development annual reviews, Eligible Sponsor reviews, Eligible Sponsor award lists, CRF fund recipient lists, and any other applicable documents at any reasonable time with or without notice. Such records shall be maintained within the participating county or eligible municipality at a place accessible to the CITY staff or its designated monitoring agent.

2. Files Management and Record Retention relating to Sub-Grantee and Administration of this Agreement:

- a. The Sub-Grantee shall maintain books, records, and documents in accordance with generally

- accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by the CITY under this Agreement.
- b. Contents of the Files: Sub-Grantee must maintain files containing documentation to verify all compensation to Sub-Grantee in connection with this Agreement, as well as reports, records, documents, papers, letters, computer files, or other material received, generated, maintained or filed by Sub-Grantee in connection with this Agreement. Sub-Grantee must also keep files, records, computer files, and reports that reflect any compensation it receives or will receive in connection with this Agreement.
 - c. Record and File Retention: Sub-Grantee must maintain these files for five years after the end of the applicable fiscal year, except that, if any litigation, claim or audit is commenced with respect to the transactions documented by such files before the end of the aforementioned five-year period and extends beyond the expiration of the five-year period, these files must be retained until all litigation, claims, or audit findings involving the files have been resolved.
 - d. Access to the Files: As a condition of receiving state or federal financial assistance, and as required by sections 20.055(6) and 215.97(5), Fla. Stat., the CITY, Florida Housing, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives shall enjoy the right to access any documents, financial statements, papers, or other records of the Sub-Grantee that are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. Upon reasonable notice, Sub-Grantee and its employees shall allow the CITY, Florida Housing or its agent(s) access to its files and personnel for interview purposes during normal business hours, 9:00 a.m. to 5:00 p.m., Monday through Friday, provided such day is not a holiday.
 - e. Return of the Files: In the event this Agreement is terminated, all finished or unfinished documents, data, studies, computer files, correspondence, and other products prepared by or for Sub-Grantee under this Agreement must be submitted to the CITY within 10 days of such termination at the expense of Sub-Grantee.
3. Compliance Monitoring: Sub-Grantee must be subject to compliance monitoring during the period of performance in which funds are Expended and up to three years following the closeout of all funds. In order to assure that the program can be adequately monitored, the following is required of Sub-Grantee:
- a. Sub-Grantee must maintain a financial tracking system provided by CITY that ensures that CRF funds are Expended in accordance with program requirements, deadlines, and other requirements in this agreement.
 - b. Sub-Grantee must maintain records on all awards to Eligible Persons or Sponsors. These records must include, if applicable, but are not limited to:
 - i. Proof of income compliance;
 - ii. Proof of homeownership;
 - iii. Proof of use of FEMA proceeds;
 - iv. Documentation of all required inspections including mold remediation and wood destroying organisms;
 - v. Documentation of any required remediation;
 - vi. Certificate of Occupancy;
 - vii. Placed in Service documentation;
 - viii. Proof of contract or eligibility;
 - ix. Documentation of payments made on the award; and
 - x. Documentation of the value/sales price of the unit, as applicable.
4. Cooperation with Inspector General: Sub-Grantee understands its duty, pursuant to Section 20.055(5), Fla. Stat., to cooperate with the CITY, Florida Housing's Inspector General in any investigation, audit, inspection, review, or hearing. Sub-Grantee will comply with this duty and ensure that any contracts issued under this Agreement impose this requirement, in writing, on

its subcontractors.

5. Technical Assistance: Training and technical assistance is available to Sub-Grantee to assist in the development and implementation of the CRF. This technical assistance shall be provided by CITY staff and Florida Housing's Catalyst contractor.
6. Program Income: Program Income realized by Sub-Grantee prior to the final closeout of CRF must be deposited and used for eligible CRF activities. After final closeout of CRF, funds realized as Program Income must be returned to the CITY.
7. Recaptured Funds: Recaptured Funds realized by Sub-Grantee prior to the final closeout of CRF must be deposited and used for eligible CRF activities. After final closeout of CRF, Recaptured Funds must be returned to the CITY.

J. Contacts

1. City of Hialeah
Attn: Annette Quintana
Grants & Human Services Depart. Director
501 Palm Avenue, 1st Floor
Hialeah, FL 33010
(305) 883-8040
2. Sub-Grantee
Citrus Health Network, Inc.
Attn: Mario Jardon
President & CEO
4175 West 20 Avenue
Hialeah, FL 33012
(305) 231-7667

L. Default and Remedies

1. If any of the events listed in subparagraph 2. of this section occur, all obligations on the part of CITY to continue doing business with Sub-Grantee or assign any future transaction to Sub-Grantee shall, if CITY so elects, terminate and CITY may, at its option, exercise any of its remedies set forth herein, or as otherwise provided by law. However, the CITY may continue doing business with the Sub-Grantee as a participant after the happening of any event listed in subparagraph 2. of this section without waiving the right to exercise such remedies, without constituting a course of dealing, and without becoming liable to include the Sub-Grantee in the transaction or any future transaction.
2. The Events of Default shall include, but not be limited to, the following:
 - a. If any report, information or representation provided by Sub-Grantee in this Contract is inaccurate, false or misleading in any respect;
 - b. If any warranty or representation made by Sub-Grantee in this Contract or any other outstanding agreement with CITY is deemed by CITY to be inaccurate, false or misleading in any respect;
 - c. If Sub-Grantee fails to keep, observe, or perform any of the terms or covenants contained in this Contract, or is unable or unwilling to meet its obligations as defined in this Contract;

- d. If, in the sole discretion of CITY, Sub-Grantee has failed to perform or complete any of the services identified in the attachments;
- e. If Sub-Grantee has not complied with all Florida laws, federal laws, CITY rules or CITY policies applicable to the work;
- f. If Sub-Grantee has discriminated on the grounds of race, color, religion, sex, national origin, or disability in performing any service identified in the attachments;
- g. Sub-Grantee does not comply with the terms and conditions set forth in Section 420.512(5), Fla. Stat.;
- h. If Sub-Grantee commits fraud in the performance of its obligations under this Contract; or
- i. If Sub-Grantee refuses to permit public access to any document, paper, letter, computer files, or other material subject to disclosure under Florida's Public Records Law.

Upon the occurrence of any Event of Default listed in subparagraph 2. above, CITY will provide written notice of the Default detailing the grounds that constitute the Event of Default.

- 3. Upon the occurrence of any Event of Default listed in subparagraph 2. above, CITY may provide Sub-Grantee a reasonable period of time to cure the Event of Default (Cure Period). If CITY provides a Cure Period, CITY will notify the Sub-Grantee of the length of the Cure Period in the Notice of Default.
- 4. If CITY provides a Cure Period and if the Sub-Grantee is unable or unwilling to cure the Event of Default within the Cure Period, CITY may exercise any remedy permitted by law. The pursuit of any one of the following remedies shall not preclude CITY from pursuing any other remedies contained herein or otherwise provided at law or in equity. The remedies include, but are not limited to the following:
 - a. CITY may terminate the Contract on the 10th day after Sub-Grantee receives the Notice of Default or upon the conclusion of any applicable Cure Period, whichever is later;
 - b. CITY may commence an appropriate legal or equitable action to enforce performance of the terms and conditions of this Contract;

CITY may exercise any corrective or remedial actions including, but not limited to, requesting additional information from Sub-Grantee to determine the reasons for or the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the Sub-Grantee to suspend, discontinue or refrain from incurring fees or costs for any activities in question or requiring the Sub-Grantee to reimburse CITY for the amount of costs incurred; or
 - c. CITY may exercise any other rights or remedies that may be otherwise available under law.

M. Termination

- 1. CITY may terminate the Agreement, without cause, at any time upon 24-hour written notice delivered by courier service or electronic mail to the Sub-Grantee, from the date sent from CITY.

2. The Sub-Grantee may terminate this Agreement, without cause, at any time upon 10 days written notice delivered by courier service or electronic mail to:
CITY at the physical or electronic address, as applicable, City of Hialeah, 501 Palm Avenue, Hialeah, Florida 33010, or Aquintana@hialeahfl.gov. The Sub-Grantee shall be responsible for all costs arising from the resignation of the Sub-Grantee.
3. Upon expiration or termination of this Agreement, the Sub-Grantee shall transfer to CITY any CRF funds on hand at the time of expiration or termination, and any accounts receivable attributable to the use of CRF funds.

N. General Provisions

1. Compliance with all Applicable Laws and Regulations: Sub-Grantee must comply with all applicable federal, state and local laws, rules, regulations, and ordinances in administering CRF under this Agreement. Sub-Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state, and local health and safety rules and regulations. Sub-Grantee further agrees to include this provision in all contracts with Eligible Persons, Sub-recipients, Sponsors or subcontracts issued as a result of this Agreement. Sub-Grantee's failure to comply with any part of this provision is material and must be grounds for termination of this Agreement for cause by CITY.
2. Indemnification: Nothing contained in this Agreement shall be construed to be a waiver by either party of any protections under sovereign immunity, Section 768.28 Florida Statutes, or any other similar provision of law. Nothing contained herein must be construed to be a consent by either party to be sued by third parties in any matter arising out of this Agreement or any other contract.
3. Insurance: Sub-Grantee agrees to carry liability and other appropriate forms of insurance. CITY shall have no liability except as specifically provided in this Agreement.
4. Severability: If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.
5. Entire Agreement: This Agreement, and all exhibits annexed hereto which are incorporated herein by reference, collectively represent the entire agreement of the parties and the same supersedes any and all previous agreements of any kind. Any alterations, variations, changes, modifications, or waivers of provisions of this Agreement shall be valid only if reduced to writing, duly signed by all of the parties hereto, and attached to the original of this Agreement.
6. Lobbying: In accordance with Section 216.347, Fla. Stat., Sub-Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, Fla. Stat., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.
7. Files Subject to Florida's Public Records Law: Any file, report, record, document, paper,

letter, or other material received, generated, maintained or sent by Sub-Grantee in connection with this agreement is subject to the provisions of Section 119.01-.15, Fla. Stat., as may be amended from time to time (Florida's Public Records Law). Sub-Grantee represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.

If Sub-Grantee has questions regarding the application of Chapter 119, Florida Statutes, to Sub-Grantee's duty to provide public records relating to this contract, contact the CITY OF HIALEAH, 501 Palm Avenue, Hialeah, FL 33010

8. Personally Identifiable Information (PII); Security:
- a. If Sub-Grantee or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Agreement, Sub-Grantee must provide for the security of such PII, in a form acceptable to CITY, without limitation, non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. Sub-Grantee shall take full responsibility for the security of all data in its possession or in the possession of its subcontractors and shall hold CITY harmless for any damages or liabilities resulting from the unauthorized disclosure of loss thereof.
 - b. If Sub-Grantee or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Agreement, Sub-Grantee shall provide CITY with insurance information for stand-alone cyber liability coverage, including the limits available and retention levels. If Sub-Grantee does not carry stand-alone cyber liability coverage, Sub-Grantee agrees to indemnify costs related to notification, legal fees, judgments, settlements, forensic experts, public relations efforts, and loss of any business income related to this Agreement.
 - c. Sub-Grantee agrees to maintain written policies and procedures for PII and/or data classification. This plan must include disciplinary processes for employees that violate these guidelines.
 - d. Sub-Grantee agrees at all times to maintain reasonable network security that, at a minimum, includes a network firewall.
 - e. Sub-Grantee agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority (e.g. Microsoft notifications, Common Vulnerabilities and Exposures (CVE) database, etc.) Sub-Grantee agrees that PII shall be appropriately destroyed based on the format stored upon the expiration of any applicable retention schedules.
 - f. Sub-Grantee agrees that any and all transmission or exchange of system application data with CITY and/or any other parties shall take place via secure Advanced Encryption Standards (AES), e.g. HTTPS, FTPS, SFTP or equivalent means. All data stored as a part of backup and recovery processes shall be encrypted, using AES.
 - g. If Sub-Grantee reasonably suspects that a cybersecurity event or breach of security has occurred, they must notify CITY Contract Administrator within 48 hours.
 - h. In the event of a breach of PII or other sensitive data, Sub-Grantee must abide by provisions set forth in Section 501.171, Fla. Stat.

Additionally, Sub-Grantee must immediately notify CITY in writing of the breach and any actions taken in response to such a breach. As the information becomes available the statement must include, at a minimum, the date(s) and number of records affected by unauthorized access, distribution, use, modification or disclosure of PII; Sub-Grantee's corrective action plan; and the timelines associated with the corrective action plan.

9. Other Provisions:

1. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Miami-Dade County.
2. No waiver by CITY of any right or remedy granted hereunder or failure to insist on strict performance by Sub-Grantee shall affect or extend or act as a waiver of any other right or remedy of CITY hereunder or affect the subsequent exercise of the same right or remedy by CITY for any further or subsequent default by Sub-Grantee. A waiver or release with reference to any one event shall not be construed as continuing or as constituting a course of dealing.
3. Any power of approval or disapproval granted to CITY under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.
4. The Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

IN WITNESS WHEREOF, the parties have executed this Agreement, each through a duly authorized representative, effective on the Effective Date.

City of Hialeah

By: _____

Name/Title: Annette Quintana, Director Grants & Human Services

Date: _____

FEIN: 59-6000355

Citrus Health Network, Inc.

By: _____

Name/Title: Mario Jardon, President & CEO

Date: _____

ATTACHMENT A

PROJECT INFORMATION AND DESCRIPTION

Scope of Work

- A. Funds will be awarded to homeowners in the City of Hialeah that are in need of assistance due to hardship caused by COVID-19 for the following: (1) mortgage assistance for up to 3 months (2) utility payments for up to 3 months, described as water, sewer, trash, electricity, gas, or similar services.
- B. Eligibility:
- a. Application for assistance should contain all the necessary information to determine whether an applicant household is potentially eligible for CRF assistance. In accordance with the provisions of Sections 760.20-760.37, Fla. Stat., it is unlawful to discriminate on the basis of race, religion, color, sex, familial status, national origin, or handicap I the award application process.
 - b. The homeowner receiving assistance must be at or under the 120% area median income.
 - c. Provide evidence of loss due to economic hardship caused by COVID-19,
 - d. Additional activities to be performed shall include:
 1. Accept and process applications, verify income and assets in accordance with 24 CFR Part 5.609. Staff is encourage to view pre-recorded webinars on determining income eligibility and income certification provided by the Florida Housing Coalition on their website www.flhousing.org and attend free training as may be available from time to time.
 2. Create a file for each eligible applicant and maintain all applicant documentation related to client eligibility, agreements, and closeout documents.
 3. Submit a complete file including the application (ATTACHMENT C), file checklist (ATTACHMENT D), income and assets documentation or self-certification, for each eligible applicant to the City of Hialeah.
 4. Submit copy of tenancy
 5. Submit proof of unemployment or underemployment.
 6. Submit monthly and quarterly reports (see Agreement for reporting requirement details) on the progress of each case including client name, address, status, income category, household size, expenditures and comments.
 7. The City of Hialeah will monitor the progress of the Sub-grantee on a monthly and quarterly basis to ensure that the agency is encumbering and expending funds and complying with set aside requirements. The City of Hialeah has a right to review all files, conduct monitoring visits and request documents associated with the file during review. Reviews can be remote or on site.

C. SECTION 2 - PAYMENT

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed **Six Hundred Thirty-Seven Thousand Five Hundred 00/100 Dollars (\$637,500.00)**. The breakdown is as follows:

- * **\$212,500.00 CRF Allocation to be spent by September 30, 2020**
- * **\$425,000.00 CRF Allocation to be spent by December 30, 2020**

Reimbursement of eligible expenses shall be made against the line item budgets specified in **Attachment B** herein.

ATTACHMENT B

**REQUEST FOR PAYMENT
CORONAVIRUS RELIEF FUND (CRF)**

APPROVED BUDGET: _____

DISBURSEMENTS TO DATE: _____

AVAILABLE BALANCE: _____

This Request:

Budget Line Item:	Amount Requested:
Mortgage Assistance	
Utilities Assistance	
Admin	
TOTAL REQUEST	

Project Highlights (recommended, not required)

Signature of Agency Representative & Title

Date

Signature of City of Hialeah Grants & Human Services Staff

Date

CRF DISASTER PROGRAM INTAKE APPLICATION

INSTRUCTIONS FOR APPLICATION

General Instructions

Read the instructions for this application.

Please type or use BLUE or BLACK ink. Do not use pencil or other colors of ink. Please write legibly. All blanks must be completed or have N/A written in.

All household members 18 years of age or older must sign and date the application.

Submit application with all the required documentation to: {Insert electronic and postal information}.

Itemized Instructions

- 1. APPLICANT INFORMATION:** Provide your legal name, an address where you receive your mail, an e-mail address (if applicable), your date of birth, and your marital status and other fields.
- 2. CO-APPLICANT/OTHER HOUSEHOLD MEMBER INFORMATION:** List all other members of the household residing in the unit. Attach additional sheets if necessary.
- 3. ALTERNATE CONTACTS INFORMATION:** This information is being collected to assist us in locating you in the event that you move or are living temporarily in another location. List contacts who are helping you through this process, if applicable.
- 4. HOUSEHOLD COMPOSITION AND CHARACTERISTICS:** As of today, list the current Head of Household and all other members of the household. Indicate the relationship of each family member to the Head of Household, date of birth and marital status. Indicate if any of the members listed are disabled and explain if there are any expected additions to the future household, e.g. birth of a child, adoption, legal custody ruling resulting in an additional household member.
- 5. RACE AND ETHNICITY FOR HEAD of HOUSEHOLD:** This information is collected for reporting purposes only.
- 6. ELIGIBILITY INFORMATION:** The information collected here is important to determine eligibility as it relates to emergency assistance.
- 7. COVID-19 INFORMATION:** Provide basic information concerning eligibility related to the public health emergency with respect to COVID-19. Provide information on whether you or a household member was directly affected by COVID-19.
 - a. Agreement to turn over Proceeds; Future Reassignment.

If the applicant has received or receives any Proceeds from any source that covers the expenses covered by the CRF assistance provided, the applicant agrees to promptly pay such amounts to the City of Hialeah.
 - b. In the event that the applicant received, receives or is scheduled to receive any Proceeds not previously disclosed to the City of Hialeah the applicant shall notify the City of Hialeah of such Subsequent Proceeds, and the City of Hialeah will determine the amount, if any, of such Subsequent Proceeds that are a duplication of benefits (DOB). Subsequent Duplication of Benefits proceeds shall be disbursed as follows:
 - (1) If the Award has been fully expended by the City of Hialeah, any Subsequent DOB Proceeds shall be paid by applicant to the City of Hialeah up to the amount of the Award.
 - (2) If no portion of the Award has been expended by the City of Hialeah, any Subsequent DOB Proceeds shall be paid by applicant to the City of Hialeah and used to reduce the Award. If the application of

the Subsequent DOB Proceeds would reduce the Award to zero, all Subsequent DOB Proceeds and any funds previously paid by the applicant to the City of Hialeah shall be returned to the applicant, and this Agreement shall terminate.

- (3) If some portion of the Award has been expended by the City of Hialeah, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (1) Subsequent DOB Proceeds shall first be paid by applicant to the City of Hialeah to reduce the unexpended portion of the Award; (2) if the application of the Subsequent DOB Proceeds would reduce the unexpended Award to zero, any remaining Subsequent DOB Proceeds shall be applied to expended portion of the Award and retained by the City of Hialeah; (3) if the application of the Subsequent DOB Proceeds reduces both the unexpended and the expended portions of the Award to zero, any remaining Subsequent DOB Proceeds shall be returned to the applicant, and this Agreement shall terminate.
- (4) If the City of Hialeah makes the determination that the applicant does not qualify to participate in the Program or the applicant decides not to participate in the Program, the Subsequent DOB Proceeds and any funds previously paid by the applicant to the City of Hialeah that have not been used or obligated by the Program shall be returned to the applicant, and this Agreement shall terminate.
- (5) Once the City of Hialeah has recovered an amount equal to the Award, the City of Hialeah will reassign to applicant any rights assigned to the City of Hialeah pursuant to this Agreement.

8. OTHER ASSISTANCE RECEIVED: Provide all information any other type of related assistance to the disaster.

9. INCOME INFORMATION: Provide information on all household income sources. Income includes the following: Wages, salaries and tips, alimony, child support, military income, part-time income, temporary income, TANF, Social Security, other benefits, and other income for all household members. Food benefits are NOT considered income.

10. ASSET INFORMATION: Provide the requested information on assets for all household members. Examples of what constitutes assets are listed below:

Typical assets include:

- Cash held in savings, checking accounts, safe deposit boxes, homes, etc.;
- Stocks, bonds, treasury bills, CDs, mutual funds, money market accounts, and other investment accounts;
- Individual retirement accounts, 401(k), Keogh accounts, annuities, and other similar retirement savings accounts;
- Cash value of life insurance policies available to the holder before death;
- Personal property that is held for investment purposes;
- Equity in real property;
- Retirement and pension funds;
- Mortgage or deeds of trust held by the applicant

Some items of personal property are **NOT** counted as assets for the purposes of determining annual income:

- Automobiles;
- Jewelry; and/or
- Term life insurance policies

11. FALSE STATEMENTS

Chapter 817 of the Florida Statutes provides that willful false statements or misrepresentation concerning income and assets or liabilities relating to financial condition is a misdemeanor of the first degree and is punishable by fines and imprisonment provided under §775.082 or 775.083.

Applicant is hereby notified that intentionally or knowingly making a materially false or misleading written statement relating to the Program could result in ineligibility for benefits, action to recover any Program benefits paid to or on behalf of applicant, and/or a referral to criminal law enforcement.

Applicant represents that all statements and representations made by applicant regarding Proceeds received by applicant have been and shall be true and correct.

12. PUBLIC RECORDS DISCLOSURE AND ACKNOWLEDGMENT

Information provided by the applicant(s) may be subject to Chapter 119, Florida Statutes, regarding Open Records.

Information provided by you/your household that is not protected by Florida Statutes can be requested by any individual for their review and/or use. This is without regard as to whether or not you qualify for funding under the program(s) for which you are applying. Having been advised of this fact prior to finalizing the application for assistance or supplying any information, your signature below indicates that:

I/We agree to hold harmless and indemnify the City of Hialeah, any governmental agency, its officers, employees, stockholders, agents, successors and assigns from any and all liability and costs that may arise due to compliance with the provisions of Chapter 119, Florida Statutes.

I/We agree that the City of Hialeah does not have any duty or obligation to assert any defense, exception, or exemption to prevent any or all information given to the City of Hialeah in connection with this application, or obtained by them in connection with this application, from being disclosed pursuant to a public records law request.

I/We agree that the City of Hialeah does not have any obligation or duty to provide me/us with notice that a public records law request has been made.

I/We agree to hold harmless the City /County or any governmental agency, its officers, employees, stock holders, agents, successors and assigns from any and all liability that may arise due to my/our applying for assistance.

13. ELIGIBILITY RELEASE: It is required that you sign this form, which allows the Sub-Grantee to request information from Third Parties if it chooses to do so, concerning your eligibility and participation in this program. This form allows for income, assets, child support, etc. to be verified and documented.

Applicants Signature

Date

Household Member

Date

Household Member

Date

Household Member

Date

HOUSING INTAKE APPLICATION

Application Number:	
Application Received By:	Date/Time Application Received:
What type of housing assistance are you requesting? Circle all that apply	
Mortgage HOA fees Electric Water Gas	
Other (Explain)	

TO BE COMPLETED BY APPLICANT: (Head of Household)	
Full Name:	
Current Address:	Apt#
City, State Zip:	
Daytime phone:	Mobile Phone:
E-mail Address:	Date of Birth:
Marital Status:	Age:
Employed? Yes No	Self Employed? Yes No

TO BE COMPLETED BY CO-APPLICANT:	
Full Name:	
Daytime phone:	Mobile Phone:
E-mail Address:	Date of Birth:
Marital Status:	Age:
Employed? Yes No	Self Employed? Yes No

4. HOUSEHOLD COMPOSITION, CHARACTERISTICS AND FAMILIAL STATUS: - As of today, all other members of the household. Indicate the relationship of each family member to the Head of Household (spouse, sibling, etc.). In addition, indicate if there are any additional members in the near future to the household.

Household Member Name	Relationship to Head of HH	Age	Date of Birth	Marital Status	Is household member listed disabled? Y/N	Employed
						Yes No
						Yes No

						Yes	No
						Yes	No
						Yes	No

5. RACE AND ETHNICITY FOR HEAD OF HOUSEHOLD (Check one) This information is being collected for reporting purposes only.

RACE (Check all that apply):

<input type="checkbox"/> American Indian or Alaska Native	<input type="checkbox"/> Asian
<input type="checkbox"/> Native Hawaiian or Other Pacific Islander	<input type="checkbox"/> White
<input type="checkbox"/> Black or African American	<input type="checkbox"/> Other Multi-Racial

ETHNICITY (Check one):

Hispanic or Latino - A person of Cuban, Mexican, Puerto Rican, South or Central American or other Spanish culture or origin, regardless of race. The term, "Spanish origin," can be used in addition to "Hispanic or Latino."

Non-Hispanic or Latino - A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

ELIGIBILITY INFORMATION: If the answer to any of the following questions is NO, you are not eligible for assistance:

Were you or a household member affected by the COVID-19?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
--	------------------------------	-----------------------------

How many household members are affected by COVID-19?

For each Household member affected by COVID-19, provide the following information:

1st household member affected by COVID-19

Name:

Are they unemployed or underemployed due to COVID-19?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
---	------------------------------	-----------------------------

Date person became unemployed or under employed

Name and address of employer prior to being impacted by COVID-19:

What was the annual gross income of this person prior to being affected by COVID-19 or March 1, 2020 whichever is later?

Current employer:

What was the projected annual gross income of this household after being affected by COVID-19?

Is the person receiving unemployment benefits? Yes or No

If yes, how much are they receiving monthly \$

Provide additional information about Hardship:

2nd household member affected by COVID-19

Name:

Are they unemployed or underemployed due to

YES

NO

Date the person became unemployed or under

Name and address of employer prior to being impacted by COVID-19:

What was the annual gross income of this person prior to being affected by COVID-19 or March 1, 2020 whichever is later?

Current employer:

What was the projected annual gross income of this household after being affected by COVID-19?

Is the person receiving unemployment benefits? Yes or No

If yes, how much are they receiving monthly \$

Provide additional information about Hardship:

Do you rent or own a pre-1994 mobile or manufactured home?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Are you past due or delinquent on your mortgage?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
What is your monthly mortgage payment?		
What is your average monthly electric payment?		
What are the penalties due, if any?		
How many mortgage payments are past due?	Amount Due	
How many months of HOA fees are past due?	Amount Due	
<i>The following question will require a special review to determine eligibility:</i>		
Did you apply for COVID-19 assistance to any other program or organization?	<input type="checkbox"/> YES	<input type="checkbox"/> NO

Explain:

Have you received any COVID related assistance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Amount Approved?	Amount Received to date:
List agency providing services	1
	2
	3
B. Small Business Administration (SBA)	
Have you received any event-related assistance from the SBA? (If no, continue to letter C. in this section.)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Amount Approved?	Amount Received to date:
What is your SBA Application No.(s)?	1
	2
What is your SBA Loan No.(s)?	1
	2
What is the status of your SBA Loan, e.g. paying as agreed, did not use, etc.	
Did you receive any other assistance due to disaster?	<input type="checkbox"/> Yes <input type="checkbox"/> No
ii. If yes, explain the type of assistance you received e.g. Red Cross, United Way, previous federal or state assistance (CRF, CDBG, CDBG-DR, HOME), etc.	<input type="checkbox"/> Yes <input type="checkbox"/> No

ELIGIBILITY RELEASE: It is required that you sign this form, which allows the City of Hialeah, Sub-Grantee, to request information from Third Parties concerning your eligibility and participation in this program.

Information Covered: Inquiries may be made about items initialed below by the applicant.

Instructions to Applicant: Your signature on this Eligibility Release, and the signatures of each member of your household who is 18 years of age or older, authorizes the City of Hialeah or any of its duly authorized representatives to obtain information from a third party regarding your eligibility and continued participation in the CRF Program for disaster assistance. Each adult member of the household must sign this Eligibility Release.

Information provided by the applicant(s) may be subject to Chapter 119, Florida Statutes, regarding Open Records.

APPLICANT CERTIFICATION: Certify that all the information in the application is true to the best of your knowledge. By signing this application to verify the information contained, the applicant authorizes the City of Hialeah or any of its duly authorized representatives to verify the information listed herein.

I/We understand the information provided above is collected to determine if I/we are eligible to receive assistance under the CRF program.

I/We hereby certify that all the information provided herein is true and correct.

I/We understand that providing false statements or information for the purpose of obtaining assistance is grounds for termination of housing assistance and is punishable under Chapter 817 of the Florida Statutes as a first-degree misdemeanor.

I/We authorize the above-referenced City of Hialeah & Sub-Grantee and any of its duly authorized representatives to verify all information provided in this application.

I/We understand that additional information will likely be required to move forward with this program.

Applicant's Authorization:

I authorize the above-named Sub-Grantee to obtain information about me and my household that is pertinent to determining my eligibility for participation in the Program. I acknowledge that:

- (1) A photocopy of this form is as valid as the original; AND
- (2) I have the right to review information received using this form; AND
- (3) I have the right to a copy of information provided to the Sub-Grantee and to request correction of any information I believe to be inaccurate; AND
- (4) All adult household members will sign this form and cooperate with the Sub-Grantee in the eligibility verification process.
- (5) Applicants who provide a self-certification will be required to provide proof of income when the President's or Governor's executive order expires. If the applicant falsified information to obtain assistance, all funds paid on behalf of the applicant must be repaid to the program.

Signature of Applicant:	Date
Signature of Co-Applicant:	Date
Household member:	Date
Household member:	Date

Household member:	Date
Warning: Chapter 817 of the Florida Statutes provides that willful false statements or misrepresentation concerning income and assets or liabilities relating to financial condition is a misdemeanor of the first degree and is punishable by fines and imprisonment provided under §775.082 or 775.083.	

Attachment D

File Checklist

- Duplication of benefits agreement signed by all household members
- CRF Instructions for Application signed by all household members 18 years of age or over
- Housing Intake Application signed by all household members 18 years of age or over
- Signed Self Certification of income for each household member 18 years of age or over
- Resident Income Certification signed by all household members 18 years of age or over
- Copy of driver's license, ID or birth certificate for all household members
- Fee Simple Deed in applicant's name for homeowners
- Copy of monthly mortgage payment for homeowners
- Copy of past due utility statements

2. I will receive income from the following sources over the next 12 months: (Circle Y (yes) or N (no) for each statement):

- Y N Gross wages from employment (including commissions, tips, bonuses, fees, etc.) _____
- Y N Net income from operation of a business \$ _____
- Y N Rental income from real or personal property \$ _____ Property Value \$ _____
- Y N Cash value of all assets (checking, savings, CD, stocks, bonds)
- Y N Value of whole life insurance policies \$ _____
- Y N Interest or dividends from all assets \$ _____
- Y N Social Security payments, annuities, retirement funds, pensions, or death benefits
\$ _____
- Y N Unemployment Benefits \$ _____
- Y N Disability payments \$ _____
- Y N Public assistance payments \$ _____
- Y N Temporary Assistance for needy Families (TANF) \$ _____
- Y N Periodic allowances such as alimony, child support, or gifts received from persons not living in my
household \$ _____
- Y N Sales from self-employed resources \$ _____
- Y N Any other source not named above \$ _____
- Y N I currently have no income of any kind and there is no imminent change expected in my financial
status or employment status during the next 12 months.

3. I will be using the following sources of funds to pay for rent and other necessities:

I certify my anticipated gross annual income for the next 12 months to be (Total of section 2):

\$ _____.

I will inform local government staff if my income changes during the period when I am receiving assistance.

Under penalty of perjury, I certify that the information presented in this certification is true and accurate to the best of my knowledge. The undersigned further understand(s) that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of a lease agreement. The information provided is subject to verification by the county or eligible municipality.

Signature of Applicant

Printed Name of Applicant

Date _____

Witness _____

Witness _____

Or

FOR AN OATH OR AFFIRMATION:

STATE OF FLORIDA

COUNTY OF _____

Sworn to (or affirmed) and described before me this _____ day of _____, 20 _____

by _____

(NOTARY SEAL)

Signature _____

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

Name of Notary (Typed, Printed, or

Stamped)

CRF Duplication of Benefits Agreement with Recipient

Disclaimer: This is a sample agreement template and is not a complete legal document. Before using any part of this template, check with legal counsel to ensure that the Local Government's Sub-Grantee agreements comply with state and federal laws and regulations, CRF guidelines and the CRF Sub-Grantee Agreement with FHFC.

Whereas, ("Recipient") is receiving Florida Housing Finance Corporation (FHFC) Coronavirus Relief Funds (CRF) in the amount of \$_____ to provide funding to (pay mortgage payments, pay utilities) for the property located at <insert address>.

Now, therefore, the Jurisdiction has an option to recoup assistance used on the above described property upon the terms, conditions and contingencies herein set forth:

Federal Benefits and Charitable Donations

Recipient agrees that if he/she receives further federal benefits or charitable donations to (pay rent, pay mortgage payments, pay utilities) in connection with the COVID-19 response, the recipient will report receiving benefits by emailing <insert email address> or calling <insert phone number> within one (1) month of receipt of additional proceeds and/or benefits. If recipient fails to report additional federal benefits or charitable donations, then the Jurisdiction may require immediate repayment in full of the entire amount of assistance provided by the Jurisdiction.

Duplication of Benefits

Recipient agrees that if benefits received subsequent to the receipt of CRF funds are a duplication of benefits (DOB) received from other sources such as federal benefits or charitable donations, that the following shall apply:

1. If the Award has been fully expended by the City of Hialeah, any Subsequent DOB Proceeds shall be repaid by Recipient to the City of Hialeah up to the amount of the Award.
2. If no portion of the Award has been expended by the City of Hialeah, any Subsequent DOB Proceeds shall be paid by Recipient to the City of Hialeah and used to reduce the Award. If the application of the Subsequent DOB Proceeds would reduce the Award to zero, all Subsequent DOB Proceeds and any funds previously paid by the Recipient to the City of Hialeah shall be returned to the Recipient, and this Agreement shall terminate.
3. If some portion of the Award has been expended by the City of Hialeah, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (1) Subsequent DOB Proceeds shall first be paid by Recipient to the City of Hialeah to reduce the unexpended portion of the Award; (2) if the application of the Subsequent DOB Proceeds would reduce the unexpended Award to zero, any remaining Subsequent DOB Proceeds shall be applied to expended portion of the Award and retained by the City of Hialeah; (3) if the application of the Subsequent DOB Proceeds reduces both the unexpended and the expended portions of the Award to zero, any remaining Subsequent DOB Proceeds shall be returned to the Recipient, and this Agreement shall terminate.
4. If the City of Hialeah makes the determination that the Recipient does not qualify to participate in the Program or the Recipient decides not to participate in the Program, the Subsequent DOB Proceeds and any funds previously paid by the Recipient to the City of Hialeah that have not been used or obligated by the Program shall be returned to the Recipient, and this Agreement shall terminate.

5. Once the City of Hialeah has recovered an amount equal to the Award, the City of Hialeah will reassign to Recipient any rights assigned to the City of Hialeah pursuant to this Agreement.

Income Eligibility

Recipient certifies that he/she has provided complete, accurate, and current information regarding household income to demonstrate Recipient's eligibility to receive CRF funds.

Enforcement

The Recipient and the Jurisdiction acknowledge that the Jurisdiction has the right and responsibility to enforce this agreement.

Whereas, if the Recipient does not violate any of the terms listed in this agreement, then this agreement will be considered released on the _____ day of _____, 20_____.

IN WITNESS WHEREOF, the undersigned recipient(s) has/have affixed his/her signature(s) and seal(s) this day of _____.

Signed, sealed and delivered in the presence of:

Witness

Borrower

Witness

Borrower