RESOLUTION NO. 2020-110

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, ACCEPTING AN AWARD OF CORONAVIRUS RELIEF FUNDS (CRF) FROM THE FLORIDA HOUSING FINANCE CORPORATION, IN THE AMOUNT OF $637,500.00, TO PROVIDE ASSISTANCE WITH MORTGAGE AND UTILITY PAYMENTS TO ELIGIBLE RESIDENTS OF THE CITY OF HIALEAH WHO HAVE BEEN FINANCIALLY IMPACTED BY THE NOVEL CORONAVIRUS ("COVID-19"); APPROVING AND RATIFYING A CORONAVIRUS RELIEF FUND (CFR) SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF HIALEAH AND THE FLORIDA HOUSING FINANCE CORPORATION, FOR A TERM COMMENCING ON JULY 28, 2020 THROUGH MARCH 31, 2021, A COPY OF WHICH IS ATTACHED HERETO AND MADE A PART OF HEREOF AS EXHIBIT "1"; AND FURTHER AUTHORIZING THE MAYOR OR HIS DESIGNEE ON BEHALF OF THE CITY TO EXECUTE ALL OTHER NECESSARY DOCUMENTS IN FURTHERANCE THEREOF; PROVIDING FOR AN EFFECTIVE DATE.

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 are in need of assistance with mortgage and utility payments; and

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") Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020); and

WHEREAS, the Florida Housing Finance Corporation has awarded the City of Hialeah Coronavirus Relief Funds in the amount of $637,500.00 for the purpose of assisting residents who have been financially impacted by COVID-19 with mortgage and utility payments, as authorized by the CARES Act, under the terms and conditions set forth in the Coronavirus Relief Fund (CFR) Subrecipient Agreement, a copy of which is attached hereto and made a part of hereof as Exhibit "1" ; and

WHEREAS, the City of Hialeah finds it in the best interest of the community to accept the Coronavirus Relief Funds, and approve and ratify the Coronavirus Relief Fund (CFR) Subrecipient Agreement, to assist the residents of the City who have suffered loss of income and financial hardship due to this unprecedented health crisis.

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 Mayor and City Council of the City of Hialeah, Florida hereby accept an award of Coronavirus Relief Funds (CRF) from the Florida Housing Finance Corporation, in the amount of $637,500.00, to provide assistance with mortgage and utility payments to eligible residents of the City of Hialeah who have been financially impacted by the novel Coronavirus ("COVID-19").

Section 3: The Mayor and City Council of the City of Hialeah, Florida hereby approve and ratify a Coronavirus Relief Fund (CFR) Subrecipient Agreement between the City of Hialeah and the Florida Housing Finance Corporation, for a term commencing on July 28, 2020 through March 31, 2021, a copy of which is attached hereto and made a part of hereof as Exhibit "1".

Section 4: The Mayor or his designee, the Director of the Grants and Human Services Annette Quintana, and the City Clerk, as attesting witness, are hereby authorized, on behalf of the City, to execute all necessary documents in furtherance hereof. All action to date by officers of the City in furtherance and performance of this program is hereby approved, confirmed, and ratified.

Section 5: This resolution shall become effective when passed by 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 form and legal sufficiency:

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.

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CORONAVIRUS RELIEF FUND (CRF)
SUBRECIPIENT AGREEMENT

THIS FUNDING AGREEMENT ("Agreement") is entered into by and among CITY OF HIALEAH ("Subrecipient"), a local government that meets the State Housing Initiatives Partnership ("SHIP") Program eligibility requirements, and FLORIDA HOUSING FINANCE CORPORATION ("Florida Housing"), a public body corporate and politic duly created and existing under the laws of the State of Florida. 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 with rental payments, mortgage payments and home repairs;

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") will be distributed by Florida Housing to and administered by Eligible Local Governments (as defined herein) and expended only for purposes authorized by this Agreement;

WHEREAS, the Subrecipient and Florida Housing 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 allocation, expended by Subrecipient 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; annual income as reported under the census long form for the recent available decennial census; or adjusted gross income as defined for purposes of reporting under Internal Revenue Service Form 1040 for individual federal annual income tax purposes..

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,

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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, for home ownership or rental for Eligible Persons as designated by Subrecipient.

4. "Eligible Local Government" means a local government in Florida that meets the SHIP Program eligibility requirements.

5. "Eligible Persons" or "Households" means one or more natural persons or a family determined by Subrecipient 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.

6. "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.

7. "Expended" means the affordable housing activity is complete.

8. "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.

9. "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.

10. "Sub-Grantee" means a person or organization contracted by a Subrecipient 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 Subrecipient: The total funds made available to Subrecipient under this Agreement is: $637,500.

2. Disbursement of Funds to Eligible Subrecipients: The available funds will be disbursed to Subrecipient for activities described in Item C.4., below. Funds will be disbursed in up to two payments, the amount of each to be determined by Florida Housing. The first payment for the full amount in Item C.1. above will occur upon execution of this Agreement. Subject to the terms of this paragraph, a second payment may be disbursed no later than October 1, 2020. If Florida Housing determines that the Subrecipient 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 funds representing the second payment may be withheld by Florida Housing pending resolution of the issues giving rise to the lack of progress or failure to perform satisfactory to Florida Housing which may include a written plan to address the issues prepared by the Subrecipient and submitted to Florida Housing for approval.

3. Establishment of CRF Trust Fund: Subrecipient must establish and maintain a CRF trust fund or a pooled account where CRF funds are clearly designated.

4. Expenditure of Funds by Subrecipient: CRF funds shall be Expended by Subrecipient for the following:
   a. Direct CRF Administrative Expenditures and Project Delivery Costs incurred on or after March 1, 2020 in an amount no more than a cumulative 10 percent of CRF funds incurred by Subrecipient, a consultant to Subrecipient, and/or a Sub-Grantee. CRF funds shall not be used to pay for Administrative Expenditures and Project Delivery Costs incurred prior to March 1, 2020.

   b. Housing counseling services, direct rental assistance, relocation costs and 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:
      i. Rental assistance payments (including back rent, deposits and utility payments);
      ii. Mortgage payments and buydowns;
      iii. Emergency repair of housing;
      iv. Assistance to homeowners to pay insurance deductibles;
      v. Housing re-entry assistance, such as security deposits, utility deposits, and temporary storage of household furnishings;
      vi. Foreclosure or eviction prevention, including monthly rent and associated fees; and
      vii. Homeownership counseling.

   All other activities must be presented in writing to Florida Housing and approved in writing prior to implementation.

5. Term: The period of performance for this grant is March 1, 2020 – December 30, 2020. In executing this Agreement, Subrecipient 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: U CRF funding availability shall be advertised by Subrecipient in both a newspaper of general circulation and, where available, periodicals serving 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);

7. Repayments:
   a. The Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the eligible period of performance. The Subrecipient 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 Subrecipient shall refund to Florida Housing any unobligated funds which have been advanced or paid to the Subrecipient upon termination of this Agreement.

c. Any unexpended funds under this Agreement, including unexpended program income earned, must be returned to Florida Housing upon termination of this Agreement.

d. Upon termination of this Agreement, or upon any determination made indicating such, the Subrecipient shall refund to Florida Housing any funds paid in excess of the amount to which the Subrecipient or its contractors, subcontractors, or consultants are entitled under the terms and conditions of this Agreement.

e. The Subrecipient shall refund to Florida Housing any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to Florida Housing within 30 calendar days from Subrecipient's receipt of notification of such non-compliance.

f. The Subrecipient'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 Subrecipient 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: Subrecipient 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 Rental Assistance (Subsidies): Assistance may be provided as direct rental assistance to Eligible Persons in any of the following manners:

1. Security and utility deposit assistance to secure temporary or permanent rental housing; or

2. Eviction prevention not to exceed 10 months' rent; or

3. A rent subsidy program for income eligible households that are displaced from rental units that are uninhabitable; or

F. 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 paid to a government entity are not eligible.

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

H. CRF Eligible Person Award Terms: CRF funds awarded directly to Eligible Persons must be in the form of a grant, deferred loan or hard pay loan.

I. Reporting Requirements: The Subrecipient must provide Florida Housing with monthly reports beginning on October 1, 2020 and a closeout report by February 15, 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 Florida Housing. All funds must be accounted for on the CRF Data Upload Form as provided by Florida Housing. Quarterly reports are due to Florida Housing no later than 15 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.

J. Program Compliance

1. File Management and Record Retention relating to CRF Eligible Persons or Sponsors: Subrecipient must maintain a separate file for every applicant, Eligible Person, Sub-Grantee or 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: Local governments are required to retain records and other relevant documentation for each applicant, Eligible Person, Sub-Grantee 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 depend 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 a local government's 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. Subrecipient must monitor the Eligible Sponsors files on a regular basis to ensure that all information is collected that will be needed for reporting. Subrecipient'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, Subrecipient 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 Subrecipient 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 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 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 Corporation staff or its designated monitoring agent.

2. <u>Files Management and Record Retention relating to Subrecipient and Administration of this Agreement</u>:

a. The Subrecipient 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 Florida Housing under this Agreement.

b. Contents of the Files: Subrecipient must maintain files containing documentation to verify all compensation to Subrecipient in connection with this Agreement, as well as reports, records, documents, papers, letters, computer files, or other material received, generated, maintained or filed by Subrecipient in connection with this Agreement. Subrecipient 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: Subrecipient 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., 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 Subrecipient that are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. Upon reasonable notice, Subrecipient and its employees shall allow 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 Subrecipient under this Agreement must be submitted to Florida Housing within 15 days of such termination at the expense of Subrecipient.

3. Compliance Monitoring: Subrecipient 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 Subrecipient:
   a. Subrecipient must maintain a financial tracking system provided by Florida Housing that ensures that CRF funds are Expended in accordance with the set-aside requirements, deadlines, and other requirements in this agreement.
   b. Subrecipient must maintain records on all awards to Eligible Persons or Sponsors. These records must include, 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: Subrecipient understands its duty, pursuant to Section 20.055(5), Fla. Stat., to cooperate with Florida Housing's Inspector General in any investigation, audit, inspection, review, or hearing. Subrecipient 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 Subrecipient to assist in the development and implementation of the CRF. This technical assistance shall be provided by Florida Housing staff and Florida Housing's Catalyst contractor.

6. Program Income: Program Income realized by Subrecipient 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 Florida Housing.

7. Recaptured Funds: Recaptured Funds realized by Subrecipient 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 Florida Housing.

K. Contacts

1. Florida Housing's contract administrator for this Agreement is:
   Contract Administrator
   Florida Housing Finance Corporation
   227 North Bronough St., Suite 5000
   Tallahassee, Florida 32301-1329
   Phone: 850.488.4197
   E-mail: Contract.Admin@floridahousing.org

2. The Florida Housing program contact for this Contract is:
   Robert Dearduff, Assistant Director of Special Programs
   Florida Housing Finance Corporation
   227 North Bronough St., Suite 5000
   Tallahassee, Florida 32301-1329
   Phone: 850.488.4197
   E-mail: Robert.Dearduff@floridahousing.org
   or the designated successor.

3. The Grantee's contract administrator for this Contract is:
   Annette Quintana, Director
   501 Palm Avenue, 1st Floor
   Hialeah, Florida 33010
   Phone: 305.883.8039
   E-mail: Aquintana@hialeahfl.gov
   or the designated successor.

L. 2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards - In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach

contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the

substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

M. Default and Remedies

1. If any of the events listed in subparagraph 2. of this section occur, all obligations on the part of Florida Housing to continue doing business with Subrecipient or assign any future transaction to Subrecipient shall, if Florida Housing so elects, terminate and Florida Housing may, at its option, exercise any of its remedies set forth herein, or as otherwise provided by law. However, Florida Housing may continue doing business with the Subrecipient 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 Subrecipient 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 Subrecipient in this Contract is inaccurate, false or misleading in any respect;

b. If any warranty or representation made by Subrecipient in this Contract or any other outstanding agreement with Florida Housing is deemed by Florida Housing to be inaccurate, false or misleading in any respect;

c. If Subrecipient 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 Florida Housing, Subrecipient has failed to perform or complete any of the services identified in the attachments;

e. If Subrecipient has not complied with all Florida laws, federal laws, Florida Housing rules or Florida Housing policies applicable to the work;

f. If Subrecipient has discriminated on the grounds of race, color, religion, sex, national origin, or disability in performing any service identified in the attachments;

g. If Subrecipient does not comply with the terms and conditions set forth in Section 420.512(5), Fla. Stat.;

h. If Subrecipient commits fraud in the performance of its obligations under this Contract; or

i. If Subrecipient 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, Florida Housing 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, Florida Housing may provide Subrecipient a reasonable period of time to cure the Event of Default (Cure Period). If Florida Housing provides a Cure Period, Florida Housing will notify the Subrecipient of the length of the Cure Period in the Notice of Default.

4. If Florida Housing provides a Cure Period and if the Subrecipient is unable or unwilling to cure the Event of Default within the Cure Period, Florida Housing may exercise any remedy permitted by law. The pursuit of any one of the following remedies shall not preclude Florida Housing 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. Florida Housing may terminate the Contract on the 10th day after Subrecipient receives the Notice of Default or upon the conclusion of any applicable Cure Period, whichever is later;

   b. Florida Housing may commence an appropriate legal or equitable action to enforce performance of the terms and conditions of this Contract;

   c. Florida Housing may exercise any corrective or remedial actions including, but not limited to, requesting additional information from Subrecipient 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 Subrecipient to suspend, discontinue or refrain from incurring fees or costs for any activities in question or requiring the Subrecipient to reimburse Florida Housing for the amount of costs incurred; or

d. Florida Housing may exercise any other rights or remedies that may be otherwise available under law.

N. Termination

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

2. The Subrecipient may terminate this Agreement, without cause, at any time upon 10 days written notice delivered by courier service or electronic mail to Florida Housing at the physical or electronic address, as applicable, of Florida Housing's Contract Administrator, Contract.Admin@floridahousing.org. The Subrecipient shall be responsible for all costs arising from the resignation of the Subrecipient.

3. Upon expiration or termination of this Agreement, the Subrecipient shall transfer to Florida Housing any CRF funds on hand at the time of expiration or termination, and any accounts receivable attributable to the use of CRF funds.

O. General Provisions

1. Compliance with all Applicable Laws and Regulations: Subrecipient must comply with all applicable federal, state and local laws, rules, regulations, and ordinances in administering CRF under this Agreement. Subrecipient acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state, and local health and safety rules and regulations. Subrecipient further agrees to include this provision in all contracts with Eligible Persons, Sub-Grantees, Sponsors or subcontracts issued as a result of this Agreement. Subrecipient's failure to comply with any part of this provision is material and must be grounds for termination of this Agreement for cause by Florida Housing.

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: Subrecipient agrees to carry liability and other appropriate forms of insurance. Florida Housing 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., Subrecipient 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 Subrecipient 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). Subrecipient 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 Subrecipient has questions regarding the application of Chapter 119, Florida Statutes, to Subrecipient's duty to provide public records relating to this contract, contact the Corporation Clerk at:
Corporation Clerk
227 N. Bronough Street, Suite 5000
Tallahassee, Florida 32301-1329
Phone: 850.488.4197
E-mail: Corporation.Clerk@floridahousing.org

8. Personally Identifiable Information (PII); Security:
   a. If Subrecipient or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Agreement, Subrecipient must provide for the security of such PII, in a form acceptable to Florida Housing, 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. Subrecipient shall take full responsibility for the security of all data in its possession or in the possession of its subcontractors and shall hold Florida Housing harmless for any damages or liabilities resulting from the unauthorized disclosure of loss thereof.
   b. If Subrecipient or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Agreement, Subrecipient shall provide Florida Housing with insurance information for stand-alone cyber liability coverage, including the limits available and retention levels. If Subrecipient does not carry stand-alone cyber liability coverage, Subrecipient 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. Subrecipient 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. Subrecipient agrees at all times to maintain reasonable network security that, at a minimum, includes a network firewall.
e. Subrecipient 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.) Subrecipient agrees that PII shall be appropriately destroyed based on the format stored upon the expiration of any applicable retention schedules.
f. Subrecipient agrees that any and all transmission or exchange of system application data with Florida Housing 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 Subrecipient reasonably suspects that a cybersecurity event or breach of security has occurred, they must notify Florida Housing's Contract Administrator within 48 hours.
h. In the event of a breach of PII or other sensitive data, Subrecipient must abide by provisions set forth in Section 501.171, Fla. Stat. Additionally, Subrecipient must immediately notify Florida Housing 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; Subrecipient's corrective action plan; and the timelines associated with the corrective action plan.

9. Other Provisions:
   a. 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 Leon County.
   b. No waiver by Florida Housing of any right or remedy granted hereunder or failure to insist on strict performance by Subrecipient shall affect or extend or act as a waiver of any other right or remedy of Florida Housing hereunder or affect the subsequent exercise of the same right or remedy by Florida Housing for any further or subsequent default by Subrecipient. A waiver or release with reference to any one event shall not be construed as continuing or as constituting a course of dealing.
   c. Any power of approval or disapproval granted to Florida Housing under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.
   d. 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 Number 119-2020, each through a duly authorized representative, effective on the Effective Date.

CITY OF HIALEAH

By: _____

Name/Title: Carlos Hernandez / Mayor

Date: 07/27/2020

FEIN: 59-6000355

FLORIDA HOUSING FINANCE CORPORATION

By: _____

Name/Title: Hugh R. Brown/ General Counsel

Date: 7-28-20