

RESOLUTION NO. 2021-133

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY TO EXECUTE A SUB-RECIPIENT GRANT AGREEMENT BETWEEN CITRUS HEALTH NETWORK, INC. AND THE CITY OF HIALEAH, FLORIDA, IN SUBSTANTIAL CONFORMITY WITH THE AGREEMENT ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1", TO PROVIDE HOMELESS ASSISTANCE ACTIVITIES UNDER THE CITY'S ESTABLISHED EMERGENCY SOLUTIONS STRATEGIES INCLUDING WITHOUT LIMITATION, HOMELESSNESS PREVENTION, RAPID RE-HOUSING, EMERGENCY SHELTER, AND OUTREACH, IN THE TOTAL AMOUNT OF \$240,558.00, FOR A TERM COMMENCING ON JANUARY 1, 2021 THROUGH SEPTEMBER 30, 2022; FURTHER AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE, AMEND, AND SUBMIT ANY AND ALL AGREEMENTS AND DOCUMENTS IN FURTHERANCE THEREOF ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Hialeah is constantly searching for available resources to support Hialeah residents in need of homeless prevention, rapid re-housing, emergency shelter, or other related forms of assistance; and

WHEREAS, the Mayor and City Council approved Resolution 2020-126 on September 22, 2020, approving the Action Plan for Fiscal Year 2020-2021, which includes the utilization of Emergency Solutions Grant (ESG) funds in the amount of \$240,558.00 to fund homeless assistance-related services; and

WHEREAS, Citrus Health Network, Inc. is the lead agency in the Housing Assistance Network of Dade (HAND) Program, a multi-agency partnership with Miami-Dade County and local municipalities making an effort to prevent homelessness by providing temporary rental assistance for eligible low-income individuals and families who are currently homeless or are at risk of becoming homeless; and

WHEREAS, Citrus Health Network has been an annual sub-recipient of ESG funding from the City of Hialeah for over 10 years, with their headquarters located in Hialeah, readily available to and serving Hialeah residents in need each year in accordance with federal regulations applicable to the ESG program; and

WHEREAS, waiving competitive bidding and negotiating a contract with Citrus Health Network, Inc. is advantageous and beneficial to the City and is in the best interest of the public's health, safety and welfare.

WHEREAS, Citrus Health Network, Inc. has agreed to provide the City with services, pursuant to the terms and conditions set forth in the Agreement attached hereto and incorporated herein in substantial form as Exhibit "1"; and

WHEREAS, the City of Hialeah finds it is in the best interest of the health, safety, and welfare of the community to enter into the sub-recipient grant agreement to benefit local individuals and families who are currently homeless or are at risk of becoming homeless.

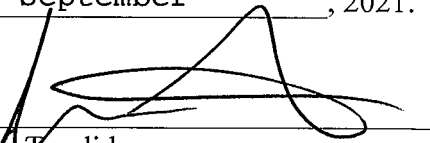
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

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

Section 2: The City of Hialeah hereby waives competitive bidding and authorizes the Mayor or his designee, and the City Clerk, as attesting witness, on behalf of the City, to execute a Sub-Recipient Grant Agreement between Citrus Health Network, Inc. and the City of Hialeah, Florida, in substantial conformity with the Agreement attached hereto and made a part hereof as Exhibit "1", to provide homeless assistance activities under the City's established emergency solutions strategies including without limitation, homelessness prevention, rapid re-housing, emergency shelter, and outreach, in the total amount of \$240,558.00, for a term commencing on January 1, 2021 through September 30, 2022, further authorizing the Mayor or his designee to execute, amend, and submit any and all agreements and documents in furtherance thereof on behalf of the City. All action taken to date by officers of the City in furtherance and 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 28 day of September, 2021.

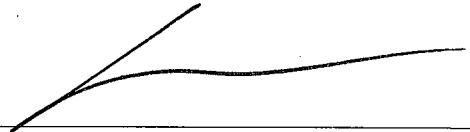


Jesus Tundidor
Council President

Attest: Approved on this 7 day of October, 2021.




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 Council Member Hernandez absent.

**AGREEMENT BETWEEN THE CITY OF HIALEAH
AND CITRUS HEALTH NETWORK, INC.**

THIS AGREEMENT, entered into this ___ day of **July 2021**, by and between the **CITY OF HIALEAH**, a Florida municipal corporation, having its principal office at **501 Palm Avenue, Hialeah, Florida**, hereinafter referred to as the "City," and **CITRUS HEALTH NETWORK, INC.**, a not-for-profit Florida corporation with offices located at **4175 West 20th Avenue, Hialeah, Florida, 33012**, hereinafter referred to as the "Subrecipient."

FUNDING SOURCE: EMERGENCY SOLUTIONS GRANT (ESG) PROGRAM
AMOUNT: \$ 240,558.00

WHEREAS, the City of Hialeah by and through its Grants and Human Services Department has entered into an Agreement with the Department of Housing and Urban Development (HUD) for the purpose of implementing a Homelessness Prevention Program with federal assistance under Subtitle B of the Title IV of the McKinney – Vento Homeless Assistance Act, 42 USC 11371 et seq.; and

WHEREAS, the Subrecipient represents that it is willing, able, and competent to perform the services required to operate the program, as described in the Scope of Services; and

WHEREAS, the Subrecipient certifies that it possesses the legal authority to enter into this Agreement by way of a resolution, motion, or similar action that has been duly adopted or passed as an official act of the board of directors of the Subrecipient, authorizing the execution of the Agreement, including all understandings and assurances contained herein, and authorizing the person identified as the official representative of the Subrecipient to act in connection with this Agreement and to provide such additional information as may be required; and

WHEREAS, the City desires to engage the Subrecipient to render certain services in connection therewith.

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

ARTICLE I
SCOPE OF SERVICES

The Subrecipient hereby agrees to provide a program as described in the Scope of Services and Budget attached hereto and made a part hereof by reference thereto as Attachment I.

ARTICLE II
CONDITION OF SERVICES

The Subrecipient agrees to the following:

- A. The Subrecipient shall carry out this program with federal assistance under Subtitle B of the Title IV of the McKinney – Vento Homeless Assistance Act, 42 USC 11371 et seq., and regulations promulgated thereunder and codified at 24 CFR 91 that pertain to this grant, and at 24 CFR Part 576 and any amendments thereto.



- B. The Subrecipient shall document its performance by maintaining records and files, which provide the following information.
1. Client profiles identifying household income, head of household, ethnicity, race and gender; and
 2. An outreach plan which insures equitable participation by all eligible Hialeah residents.
- C. The Subrecipient shall maintain a citizen participation mechanism, which will include, but not be limited to the following:
1. A recordkeeping system identifying (name, telephone number and nature) citizen complaints and inquiries.
 2. Logging of citizen comments or complaints when received
 3. Copies of comments and/or complaints received in writing
 4. Responses to complaints and/or resolutions
- D. The Subrecipient shall abide by the Federal requirements of 24 CFR 570.600-612, Subpart K, Other Program Requirements, OMB Circulars A-87, and 24 CFR Part 84, Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Federally-Recognized Indian Tribal Governments, as applicable.
- E. The Subrecipient agrees that to the greatest extent feasible opportunities for training and employment be given to low and moderate-income persons residing in the City of Hialeah, particularly minority group members.

ARTICLE III
TERM OF AGREEMENT

This Agreement shall be deemed effective upon approval and release of funds by the United States Department of Housing and Urban Development and upon execution of this Agreement by both parties, whichever is later. The term of this Agreement shall cover the period of **January 1, 2021** through **September 30, 2022**.

ARTICLE IV
TERMINATION

The Subrecipient may terminate this Agreement without cause, by written notice to the City of such intent to be terminated at least ninety (90) days prior to the effective date of such termination. The City retains the right to terminate this Agreement without cause, at any time prior to the completion of the services required without penalty to the City. In that event, notice of termination of this Agreement shall be in writing to the Subrecipient who shall be paid for those services performed prior to the date of its receipt of notice of termination. In no case, however, will the City pay the Subrecipient an amount in excess of the total sum provided by this Agreement.

It is hereby understood by and between the City and the Subrecipient that any payment made in accordance with this section to the Subrecipient shall be made only if the Subrecipient is not in default under the terms of this Agreement. If the Subrecipient is in default, then the City shall in no way be obligated and shall not pay the Subrecipient any sum whatsoever.

If the Subrecipient defaults on any existing or future agreement with the City for any other federal, state, or local grant during the Agreement Period, the Subrecipient shall be considered

in default of this Agreement, and the City reserves the right to suspend payment or terminate this Agreement.

The City may suspend or terminate payment of this project, in whole or in part, for cause. Cause shall include the following:

- A. Failure to comply and/or perform in accordance with this Agreement;
- B. Submission to the City of reports which are incorrect or incomplete in any material respect;
- C. If for any reason the implementation of this Agreement is rendered impossible or unfeasible;
- D. Filing of a voluntary petition in bankruptcy or reorganization, or making any assignment for the benefit of creditors, or seeking any similar relief under any present or future statute, law or regulation relating to relief of debtors;
- E. Adjudicated bankrupt or have any involuntary petition in bankruptcy filed against it; and

The City shall notify the Subrecipient, in writing, when payments are being withheld for cause. Such notification shall specify a reasonable date for compliance, which shall be no less than thirty (30) days from the notification date, and specify the corrective action to be taken by the Subrecipient.

It is further understood that if regulatory constraints are placed on the funds by the Department of Housing and Urban Development which impede the progress or advancement of the project, or if the funds are curtailed, this Agreement will terminate upon such notification as set forth herein.

The City shall notify the Subrecipient in writing when cause is found for termination of the Agreement. Upon termination of the Agreement, the Subrecipient and the City shall meet to determine if any amounts are to be repaid to the City or if additional amounts are due to the Subrecipient. In the event of such determination, the City may pursue all legal or equitable remedies to enforce its rights arising out of or in connection with the Agreement.

ARTICLE V **MODIFICATIONS**

Any alterations, variations, modifications, or waiver of this Agreement shall only be valid when they have been provided in writing and duly signed by both parties. Any changes which do not substantially change the scope of the project and/or the project implementation schedule or increase the total amount payable under this Agreement shall be valid only when provided in writing and signed by the City and the Subrecipient

ARTICLE VI **METHOD OF PAYMENT**

Upon execution of this Agreement, the City shall make payments to the Subrecipient based on reimbursement for services already performed or costs incurred according to the cost estimation schedule in Attachment II. The Subrecipient shall furnish accurate and complete documentation of actual expenditures to the City prior to reimbursement. The request for reimbursement shall also include documentation of the expenditure by the Subrecipient of matching funds at least equal to the ESG funds being requested.

In order to receive reimbursement for costs of salaries, the HUD-mandated timesheet attached to this Agreement as Attachment III must be completed and provided to the City to furnish sufficient documentation of the daily hours worked and to be reimbursed for with ESG funds. This portion of the reimbursement will not be processed unless this timesheet is submitted as documentation to the Department of Grants and Human Services for review, approval, and processing. Salary reimbursements shall only be approved for documented hours worked toward eligible ESG activities.

The Subrecipient shall request the monthly request for reimbursement of eligible costs in accordance with a monthly expenditure benchmark/goal of **\$26,728.67** (\$240,558.00/9 months). In the event that the Agency fails to meet the benchmark goal more than three (3) times per quarter during the Term of Agreement, the City may rescind the remainder of the award.

ARTICLE VII

CONFLICT OF INTEREST

The conflict of interest provisions of this section apply to any person who is an employee, agent, consultant, officer/elected official, or appointed official of the Subrecipient or any designated public agencies.

Subrecipient covenants that none of the above-described people, if they exercise or have exercised any functions or responsibilities under this Grant or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, subcontract, or benefit from an ESG-assisted activity or have a financial interest in any contract, subcontract, or agreement with respect to an ESG-assisted activity or the proceeds of an ESG-assisted activity either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter.

Any such interest on the part of the Subrecipient or its employees shall be disclosed in writing to the City immediately upon discovery. The Subrecipient agrees to abide and be governed by the conflict of interest requirements by the United States Department of Housing and Urban Development, the State, the County, and the City, which is incorporated herein. The Subrecipient is aware of the conflict of interest laws of the City, particularly Hialeah Code Chapter 26, Article I and II, and Miami-Dade County, Florida, particularly, Miami-Dade County §2-11.1 et seq., the State of Florida, Chapter 112, Part III, Florida Statutes, 24 CFR Part §576.404 and 24 CFR §92.356, United States Department of Housing and Urban Development, and agrees that it shall fully comply with such provisions. Attached hereto and made a part hereof as Attachment IV is a copy of the aforesaid laws.

Subrecipient covenants that no person who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement have any personal financial interests, direct or indirect, with the Subrecipient. Subrecipient further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed by the Subrecipient.

Subrecipient warrants that it has not employed or retained any person employed by City to solicit or secure this Agreement and that it has not paid, offered to pay, nor agreed to pay any person employed by the City any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Agreement.

ARTICLE VIII
INDEMNIFICATION

A. Tort Liability. Subrecipient agrees to indemnify, defend, save, and hold the City, its employees, directors, officers, agents, independent contractors (other than the Subrecipient), successors and assigns (the "Released Parties") harmless against any and all liabilities, losses, costs, and expenses (including, without limitation, any and all attorney's fees, court costs and expenses through trial and/or administrative hearing and on appeal) arising from or in any way resulting from any negligent acts or omissions of Subrecipient, or any of Subrecipient's agents, invitees, licensees, representatives, successors, or assigns, except where the liability loss, cost, or expense is as a result of the negligent conduct of any of the Released Parties.

In regard to any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including attorney's fees), and liabilities which arise from the joint or concurrent negligence of the City and the Subrecipient, each party shall assume responsibility in proportion to the degree of its respective fault. Nothing in this paragraph shall be interpreted as a waiver of sovereign immunity greater than provided by Florida Statue 768.28, as amended, from time to time, by the City.

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

ARTICLE IX
QUARTERLY REPORTS

- A. The quarterly reports are due to be received by the City Department of Grants and Human Services no later than **seven (7) calendar days after each quarter has ended**. Quarterly reports include, but are not limited to, the following information:
1. Client profile form
 2. Narrative report form, as applicable; and
 3. Special reports which are required, as necessary.

Whenever reports, forms, or other data are required of the Subrecipient herein, fifteen (15) calendar days' prior notice in writing of such shall be provided whenever possible. The reporting periods for the quarterly reports are as follows:

- I. January - March
- III. April - June
- IV. July - September

Timeline for end of each quarter and due dates for each corresponding report will be as follows for the present program year: **ESG – FY 2020**:

Due Date	ESG TIMELINE FOR PY 2020
March 31st, 2021	End of 1st Quarter
April 7th, 2021	1st Quarterly Performance Report due
June 30th, 2021	End of 2nd Quarter
July 7th, 2021	2nd Quarterly Performance Report due
September 30th, 2021	End of Final Quarter
October 7th, 2021	Final Performance Report due Financial Closeout due

- B. Final evaluation and the reports for the final month of the Agreement shall contain a final evaluation that includes the cumulative totals, statistical findings (e.g. money spent to render actual services to each client), and the effectiveness of the program. The final evaluation report is due seven (7) calendar days after expiration to the Agreement. These reports/evaluations must be received on or before the respective due dates.
- C. Other reporting requirements may be required by the City in the event of program changes and/or legislative amendments. The Subrecipient shall be informed, in writing, if any changes become necessary.

ARTICLE X
AUDIT AND INSPECTIONS

At any time during normal business hours, and as often as the City Administration and/or the Comptroller of the United States may deem necessary, there shall be made available to the City Administration and/or representatives of the Comptroller to audit, examine, and make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement. The Subrecipient shall allow access to all financial records during normal business hours to authorized Federal, State, or City representatives and agrees to provide such assistance as may be necessary to facilitate financial audit by any of these representatives when deemed necessary to insure compliance with applicable accounting and financial standards.

It is further understood that all records and supporting documents pertaining to this Agreement shall be kept for a minimum period of four (4) years from the date of expiration of this Agreement. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the four-year period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the four-year period, whichever is later. During the course of an audit, if the City determines that any payments made to the Subrecipient do not constitute an allowable expenditure, then the City will have the right to deduct or reduce those amounts from the related invoices. The Subrecipient must maintain records necessary to document compliance with the provisions of the Agreement.

In addition, the Subrecipient agrees to submit an independent audit report in accordance with OMB Circular A-133 Audit of Institutions of Higher Learning and Other Non-profit Institutions, as revised and/or supplemented, no later than 90 days, at the end of the Subrecipient fiscal year. In addition, the Subrecipient must submit copies of letters of non-compliance issued by the auditors as they pertain to the Grant.

ARTICLE XI
COMPLIANCE WITH LOCAL STATE AND FEDERAL REGULATIONS

The Subrecipient also agrees to comply with all other applicable Federal, State, and Local laws, regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement, rather than supplant, funds otherwise available.

ARTICLE XII
ADDITIONAL CONDITIONS AND COMPENSATION

It is expressly understood and agreed by the parties hereto that monies contemplated by this Agreement are provided through grants of Federal ESG funds and are contingent upon approval of activities by HUD. To the extent that the Subrecipient suffers loss or incurs any cost or expense as a result of HUD delay in approval, failure to approve, or disapproval of any activity contemplated to be funded through the grant as provided in this Agreement, Subrecipient shall bear all risk of loss, cost, or expense and indemnify and hold the City harmless pursuant to Article VIII.

ARTICLE XIII
REVERSION OF ASSETS

Upon termination of this Agreement, the remainder of unused or unencumbered funds received under this Agreement as well as capital assets acquired under this Agreement shall be returned to the City.

ARTICLE XIV
PROGRAM INCOME

Any program income received shall be prorated to the percentage of the City's participation and shall be used for eligible activities under the program. For those activities undertaken with program income, all of the provisions of this Agreement shall apply. It is further understood that upon expiration or termination of this Agreement, the Subrecipient shall transfer to the City any and all funds on hand under the program and any and all accounts receivable attributable to the use of these funds.

The Subrecipient shall submit quarterly reports on the program income received and provide proper documentation of the disbursement of these funds.

ARTICLE XV
LEAD-BASED PAINT DISCLOSURE

The Subrecipient agrees to provide lead-based paint disclosure pamphlets to all program participants residing in housing built before 1978 as prescribed by the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §4851-4856), and the lead-based paint remediation and disclosure regulations codified 24 CFR §576.403.

ARTICLE XVI
CIVIL RIGHTS

The Subrecipient agrees to abide and be governed by Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. §2000 D & E) and Title VIII of the Civil Rights Act of 1968, as amended, which provide in part that there will not be discrimination of race, color, sex, religion, or national origin in performance of this Agreement, in regard to persons served, or in regard to employees or applicants for employment.

The Subrecipient also agrees to abide and be governed by the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 et seq. which provides, in pertinent part, that there shall be no discrimination against persons in any area of employment because of age.

The Subrecipient agrees to abide and be governed by Section 504 of the Rehabilitation Act of 1973, as amended 29 U.S.C § 794 and Title III of the American with Disabilities Act, Public Law 101-336, which prohibits discrimination on the basis of disability.

It is expressly understood that upon receipt of evidence of such discrimination, the City shall have the right to terminate the Agreement.

ARTICLE XVII
NOTICES

It is understood and agreed between the parties hereto that all notices which may arise in connection with this Agreement shall be considered sufficient when made in writing and mailed or delivered to Party at the appropriate address appearing on Page 1 of this Agreement or such other address as may be designated in writing upon the relocation of the Subrecipient or change in principal place of business.

ARTICLE XVIII
SUBCONTRACTS

The Subrecipient agrees that no assignment or subcontract will be made or let in connection with this Agreement without the prior written approval of the City and that all such subcontractors or assignees shall be governed by the terms and intent of this Agreement.

ARTICLE XIX
PERFORMANCE REVIEW

The City may conduct a formal quarterly review of the Subrecipient's compliance with the terms of this Agreement. A report of their findings will be made available to the Subrecipient within thirty (30) calendar days of the completion of such review.

ARTICLE XX
PATENT AND COPYRIGHTS

The Subrecipient agrees that the United States Department of Housing and Urban Development and the City retain patent rights and copyrights on any project which involves research, developmental, experimental, or demonstrative work.

ARTICLE XXI
PROJECT PUBLICITY

The Subrecipient agrees that any news release or other type of publicity pertaining to the project as stated herein must recognize the City as the recipient funded by the United States Department of Housing and Urban Development and the entity which provided funds for the project.

ARTICLE XXII
CONDITIONS FOR FAITH BASED ORGANIZATIONS

The Subrecipient agrees that ESG funds may be used by religious or faith-based organizations. 24 CFR § 576.406 specifies the limitations on ESG funds and is incorporated by reference herein.

ARTICLE XXIII
DRUG/ALCOHOL

The Subrecipient agrees to administer in good faith a policy to ensure that its employees and the assisted program is free from illegal use, possession, or distribution of drugs or alcohol by its beneficiaries in accordance with the Drug-Free Work Place of 1988 (421 U.S.C. § 701) and 24 CFR Part 24 Subpart F, of HUD.

ARTICLE XXIV
DEBARMENT/SUSPENSION

The Subrecipient agrees to abide by and comply with the requirements of 24 CFR Part 24, regarding debarment and suspension, which provides that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this covered transaction or in any proposal submitted in connection with the lower tier transactions.

The Subrecipient agrees to maintain an active entity registration through the United States System for Award Management (SAM) in order to remain eligible to receive ESG funds throughout the term of this Agreement.

ARTICLE XXV
MISCELLANEOUS PROVISIONS

A. No Waiver. The failure of the City to insist on the performance or observance by Subrecipient of any one or more conditions or covenants of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any such covenants or conditions, and Subrecipient's obligation with respect to such future performance shall continue in full force and effect.

B. Gender. The terms City and Subrecipient, as herein contained, shall include the singular and/or the plural, the masculine, the feminine, and/or the neuter, the heirs, successors, executors, administrators, personal representatives and/or assigns, wherever and whenever the context so requires or admits.

C. Captions. The captions of the various paragraphs of this Agreement have been inserted for the purposes of convenience only. Such captions are not a part of this Agreement and shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions contained in this Agreement.

D. Counterparts. This Agreement may be executed in several counterparts; all of which shall constitute one of the same Agreement between City and Subrecipient.

E. Severability. If any covenant or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such covenant or provision to persons or circumstances (other than those as to which it is held invalid or unenforceable) shall not be affected thereby, and each and every other such covenant and provision of this Agreement or portion thereof shall be valid and be enforced to the fullest extent permitted by law.

F. Benefits: Binding Effect. This Agreement shall be binding upon and inured to the benefit of the successors of the City and Subrecipient and the assigns of the City and permitted assigns of Subrecipient, and shall be construed and enforced in accordance with the laws of the State of Florida. Venue for any litigation which may arise in connection with this Agreement shall be in Miami-Dade County, Florida. The Subrecipient agrees to be subject to the jurisdiction (subject matter and in personam) of the courts in Miami-Dade County, Florida, and to be amenable to process.

G. Further Assurances. All parties hereto upon the request of any other party shall execute such further instruments or documents as may be reasonably required by the requesting party to implement the terms, conditions and provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed these presents by their respective proper officers duly authorized thereunto, the day and year first above written.

CITRUS HEALTH NETWORK, INC.
4175 West 20th Avenue
Hialeah, Florida 33012

CITY OF HIALEAH, FLORIDA
501 Palm Avenue
P.O. Box 110040
Hialeah, Florida 33011-0040

Authorized signature on behalf of
Citrus Health Network, Inc.

Authorized signature on behalf of
City of Hialeah

Mario E. Jardon, LCSW
President and CEO

Date

Annette Quintana, Director
Dept. of Grants and Human Services

Date