

Meeting Date: February 9, 2016

Agenda Item

7

REQUESTED COMMISSION ACTION:

<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Consideration/ Discussion	<input type="checkbox"/> Presentation
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SHORT TITLE A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SECOND AMENDED COMMUNITY HOUSING DEVELOPMENT CHDO AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND CHOICES NETWORK SYSTEMS, INC. PROVIDING FOR THE FUNDING AND ADMINISTRATION OF HOME INVESTMENT PARTNERSHIPS PROGRAM PROJECTS; PROVIDING AN EFFECTIVE DATE.
 (Fiscal impact: HOME Funds in the amount of \$11,513.00)

Summary of Purpose and Why:

Choices Network Systems, Inc. was approved as part of the Annual Action Plan by the City Commission for the FY 2014-2015 funding year. \$82,510.88 of previously approved funds were leveraged to acquire the property at 2912 NW 2nd Street for \$107,000.00. This Resolution amends the existing Amended CHDO Agreement (Resolution 2015-391) to provide for the utilization of HOME Funds in the amount of \$94,023.88.

The Second Amended Agreement will add \$11,513.00 in funding for an overall total of \$94,023.88. The additional funds will be used for eligible post-acquisition rehabilitation Project Costs to purchase and install appurtenances and equipment necessary to add safety features for protection of the residents (privacy fencing, electronic front gate and security cameras).

This Project will provide Transitional Independent Living Housing to Pompano Beach low and moderate income youths who have aged out of the foster care system. Affordable housing will be made available to youths between 18-23 years of age.



5.1.3. Enter into three (3) agreements with private and non-profit developers to develop affordable housing

(1) Origin of request for this action:	<u>Office of Housing and Urban Improvement</u>
(2) Primary staff contact:	<u>Mark Korman/Miriam Carrillo, Director</u> Ext. 4656
(3) Expiration of contract, if applicable:	<u>September 30, 2016</u>
(4) Fiscal impact and source of funding:	<u>HOME Funds in the amount of \$11,513.00</u>

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
<u>OHUI</u>	<u>1/26/16</u>	<u>Approval</u>	<u>[Signature]</u>
<u>Finance</u>	<u>1/26/16</u>	<u>Approval</u>	<u>[Signature]</u>
<u>City Attorney</u>	<u>1/26/16</u>		

[Signature]
 City Manager

[Signature]

ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>	<u>Workshop</u>
1 st Reading	1 st Reading	Results:	Results:
2 nd Reading			

RESOLUTION NO. 2016-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SECOND AMENDED CHDO AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND CHOICES NETWORK SYSTEMS, INC., PROVIDING FOR THE FUNDING AND ADMINISTRATION OF HOME INVESTMENT PARTNERSHIPS PROGRAM PROJECTS; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Second Amended CHDO Agreement between the City of Pompano Beach and Choices Network Systems, Inc., providing for the Funding and Administration of HOME Investment Partnerships Program Projects, a copy of which Agreement is attached hereto and is incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Choices Network Systems, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2016.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

SECOND AMENDED AGREEMENT BETWEEN
THE CITY OF POMPANO BEACH
AND
CHOICES NETWORK SYSTEMS, INC.

THIS SECOND AMENDED AGREEMENT ("AGREEMENT") MADE this ___ day of _____, 20___ by and between the City of Pompano Beach, hereinafter referred to as the "CITY", and which is located at 100 West Atlantic Blvd, Pompano Beach, Florida 33060 and Choices Network Systems, Inc., a nonprofit corporation hereinafter referred to as the "CHDO" and which is located at 2300 NW 6th Street, Pompano Beach, FL 33069.

FUNDING SOURCE:	<u>HOME Investment Partnerships Program "HOME Program"</u>
AMOUNT:	<u>\$82,510.88 94,023.88</u>
TERM OF THE AGREEMENT:	<u>Upon Execution through September 30, 20156</u>
IDIS NUMBER (to be completed by the City):	<u>_____</u>
DUNS NUMBER:	<u>14-606753</u>
CFDA:	<u>14.239</u>

WITNESSETH:

WHEREAS, the CITY is the recipient of HOME Investment Partnerships Program ("HOME Program") Funds from the U.S. Department of Housing and Urban Development (HUD), including a minimum of 15% of its annual HOME entitlement allocation that is to be reserved for investment in housing to be developed, sponsored, or owned by Community Housing Development Organizations (CHDOs) as defined in the HOME Final Rule; and

WHEREAS, the CHDO represents that it is fully qualified as a Community Housing Development Organization (CHDO), has paid staff with development experience as required by 24 CFR Part 92, has the capacity to own, develop, and manage rental housing, possesses the requisite skills, knowledge, qualifications and experience to provide the services identified herein, and does offer to perform such services for the CITY; and

WHEREAS, the CHDO has submitted a proposal for use of CHDO funds for a CHDO-eligible PROJECT under HOME regulations; and

WHEREAS, the CITY, in accordance with its Annual Action Plans for the applicable years, and the CHDO desire to carry out the activities specified in Exhibit B of this Agreement and related to the ownership,

development and management of certain affordable rental housing in the City of Pompano Beach, located at 2912 NW 2nd Street, Pompano Beach, Florida ("the PROJECT"); and

WHEREAS, the CITY desires to engage the CHDO to implement such undertakings of the HOME Program and has agreed to make available HOME Program funds to the CHDO for ownership, development and management related to the development of the PROJECT; and

NOW, THEREFORE in consideration of the mutual covenants and obligations herein contained, including the Attachments, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agrees as follows:

EXHIBITS: Attached hereto and forming a part of this Agreement are the following Exhibits:

Exhibit A	Resolution Authorizing Execution of this Agreement
Exhibit B	Work Program
Exhibit C	Compensation and Budget Summary
Exhibit D	Certification Regarding Lobbying Form
Exhibit E	Certification Regarding Debarment, Suspension and other Responsibility Matters (Primary Covered Transactions form).
Exhibit F	Crime Entity Affidavit
Exhibit G	Proceeds

Section I – Definitions and Purpose

1. Definitions

- A. **AGENCY** – is hereby defined as the Office of Housing and Urban Improvement, the HOME Program administering agency of the City of Pompano Beach. For the purpose of this Agreement and all administration of HOME funds, the AGENCY shall act on behalf of the CITY in the execution and fiscal and programmatic control of this Agreement. The term "Approval by the CITY" or like term used in this Agreement shall in no way relieve the CHDO from any duties or responsibilities under the terms of this Agreement, or obligation State or local law or regulation.
- B. **AGENCY APPROVAL** – means the written approval of the **DIRECTOR** or designee.

- C. **COMPENSATION** – is hereby defined as the amount of money the CITY agrees to pay and the CHDO agrees to accept as payment in full for the WORK as further detailed in Exhibit B – SCOPE OF WORK and made a part thereof of this agreement.
- D. **DIRECTOR** – is hereby defined as the Director of the Office of Housing and Urban Improvement of the CITY.
- E. **HOME** – is hereby defined as the HOME Investment Partnership Program as described in 24 CFR Part 92, under the authority of 42 U.S.C. 3535 (D) AND 12701 – 12839.
- F. **LOW/MODERATE-INCOME HOUSEHOLD (LMI)** means the definitions set by the U.S. HUD.
- G. **PROJECT** – is hereby defined as the building (s) and structures that are in part or in whole being financed by the proceeds of HOME funds being awarded under this CHDO Agreement and as further detailed in Section III below.
- H. **U.S. HUD** means the Secretary of the U. S. Department of Housing and Urban Development or a person authorized to act on U.S. HUD's behalf.
- I. **WORK** – is hereby defined as all the professional, technical and construction services to be rendered or provided by the CHDO in the role of a CHDO.
- J. Other terms used herein shall be defined as they appear at 24 CFR 92.2.

2. Purpose

The purpose of this Agreement is to state the covenants and conditions under which the CHDO will implement the Scope of Services set forth in Exhibit B of this Agreement.

Section II – Compensation, Use, Term, Method and Conditions of Payment

1. Maximum Compensation & Use

CHDO Subsidy Funds: The CITY agrees to provide the CHDO with a deferred payment, zero-interest, forgivable loan in the amount not to exceed the total authorized sum of ~~Eighty-Two Thousand Five Hundred Ten and 88/100 (\$82,510.88)~~ **Ninety Four Thousand Twenty Three Dollars and 88/100 (\$94,023.88)** in HOME funds for eligible acquisition and rehabilitation expenses related to the PROJECT. In accordance with the terms outlined in Exhibits "B" & "C" of this Agreement, the CHDO shall apply the funds to purchase of one (1) single family home in Pompano Beach, Florida in accordance with subsidy limits established by the CITY and in conformance with Qualification as Affordable Housing: Rental Housing limits at 24 CFR 92.252.

Section III - The PROJECT

PROJECT Description

The PROJECT consists of the acquisition and rehabilitation of one (1) three-bedroom, two bath single family dwelling unit designed to provide affordable Transitional independent Living rental housing in Pompano Beach, Florida, together with eligible post-acquisition supplemental Project Costs for purchase and

installation of appurtenances and equipment necessary to make the homes fully functional for their intended purpose.

Section IV – PROJECT Requirements

The CHDO agrees to comply with all requirements of the HOME Program as stated in the 24 CFR Part 92, including but not limited to the following:

A. Purchase Date: The Purchase Date of the PROJECT shall be such date as proposed by the CHDO and agreed to by the CITY, but in no event later than September 30, 2015 6.

B. Affordability Requirements: The parties understand and agree that the PROJECT is designed to increase the number of affordable housing units in the CITY. In order to ensure affordability, housing units provided for in this Agreement must meet the affordability requirements as provided in 24 CFR 92.252. Accordingly, the period of time that the units must remain affordable must not be less than five (5) years if the HOME assistance per-unit is under \$15,000; not less than ten (10) years if the per-unit HOME assistance is between \$15,000 and \$40,000; and not less than fifteen (15) years if the per-unit HOME assistance is over \$40,000. All new construction or acquisition of new housing has a minimum affordability period of 20 years. The affordability period is calculated from the date of initial occupancy. The affordability requirements apply without regard to the term of any loan or mortgage or the transfer of ownership. They shall be imposed by deed restrictions, covenants running with the land, or other mechanisms approved by HUD, except that the affordability restrictions may terminate upon foreclosure or transfer in lieu of foreclosure. The parties further agree that the CITY may use purchase options, right of first refusal or other preemptive rights to purchase the housing before foreclosure or deed in lieu of foreclosure to preserve affordability. The affordability restrictions shall be revived according to the original terms if, during the original affordability period, the owner of record before the foreclosure, or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the PROJECT or property.

The CHDO shall collect and maintain PROJECT beneficiary information pertaining to household size, income levels, racial characteristics, and the presence of Female Headed Households in order to determine low and moderate-income benefit in a cumulative and individual manner. Income documentation shall be in a form consistent with HOME requirements as stated in the HUD Technical Guide for Determining Income and Allowances under the HOME Program.

C. Environmental Review: No HOME PROJECT funds will be advanced, and no costs can be incurred, until the CITY has conducted an environmental review of the proposed PROJECT site as required under 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify or cancel the PROJECT.

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the CITY of a release of funds from the U.S. Department of Housing and Urban Development [or the State of FLORIDA] under 24 CFR Part §58.

Further, the CHDO will not undertake or commit any funds to physical or choice-limiting actions, including property new construction prior to the environmental clearance and agrees that the violation of this provision may result in the denial of any funds under the agreement. The CHDO also agrees to assemble information as required by the CITY to complete the environmental assessment and/or statutory checklist completed, as applicable.

D. Mortgage/Security Instrument: The HOME funds advanced to for acquisition of real property portion of the PROJECT will be secured by a mortgage, note and restrictive covenant as required by 24 CFR 92. The CITY agrees that the HOME mortgage shall be subordinate to any private sector construction or permanent loan. The CHDO assures that any mortgages, note and restrictive covenant recorded for CHDO shall be in compliance with 24 CFR 92.254 and that the OHUI will monitor each unit for principal residency (under 92.254(a)(3)) and resale/recapture (under 92.254 (a)(4) – (5)).

E. Property Eligibility: The CHDO agrees that the HOME assisted unit will be in compliance with 24 CFR 92.254, including documentation that he property is eligible under 92.254(a)(1) – (2), and will maintain compliance during the minimum compliance period.

F. Non-Discrimination/Affirmative Marketing: In the selection of occupants for PROJECT units, the CHDO shall comply with all non-discrimination requirements of 24 CFR 92.350. If the PROJECT consists of five (5) or more units, the CHDO will implement affirmative marketing procedures as required by 24 CFR 92.351. Such procedures are subject to the approval of the AGENCY.

G. Match: The CHDO will provide any documentation required by the AGENCY regarding match as may be required to document match for purposes of the HOME Program.

H. Subcontracts: Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order and shall be subject to each provision of this Agreement. Proper documentation in accordance with CITY, State, and Federal guidelines and regulations must be submitted by the CHDO to the AGENCY and approved by the AGENCY prior to execution of any subcontract hereunder. In addition, all subcontracts shall be subject to Federal, State and CITY laws and regulations.

None of the work or services covered by this Agreement, including but not limited to consultant work or services, shall be subcontracted or reimbursed without the prior written approval of the DIRECTOR or designee.

I. PROJECT Beneficiaries: One hundred percent (100%) of the beneficiaries of a PROJECT funded through this Agreement must be LMI persons. The PROJECT funded under this Agreement shall assist beneficiaries as defined above for the time period designated in this Agreement. The CHDO shall provide written verification of compliance to the AGENCY upon request.

J. Relocation: The CHDO warrants that selected units under the PROJECT were unoccupied prior to the beginning of negotiations with the property owner.

Section V – CHDO Provisions

A. CHDO Certification: It is understood that the CHDO has certified that it is and will maintain CHDO (Community Housing Development Organization) status for the term of the PROJECT/AGREEMENT in accordance with 24 CFR 92. CHDO agrees to provide information as may be requested by the AGENCY to document its continued compliance, including but not limited to an annual board roster and certification of continued compliance. CHDO represents that it is fully qualified as a Community Housing Development Organization (CHDO), has paid staff with development experience as required by 24 CFR Part 92, has the capacity to own and manage rental housing and possesses the requisite skills, knowledge, qualifications and experience to provide the services identified herein.

B. CHDO PROJECT Proceeds:

Rental income from the PROJECT is operating income and not CHDO proceeds because it owns the PROJECT. The funds must be reinvested in the PROJECT.

Section VI– Procurement Standards

The CHDO shall establish procurement procedures to ensure that material and services are obtained in a cost-effective manner. When procuring for services to be provided under this agreement, the CHDO shall comply at a minimum with the nonprofit procurement standards at 24 CFR 84.40-48. All purchasing for services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed by the CITY's Purchasing Guidelines, OMB Circulars A-110 and A-122 which are incorporated herein by reference.

Section VII – Conflict of Interest Provisions

The CHDO covenants that no person who presently exercises any functions or responsibilities in connection with the PROJECT has any personal financial interest, direct or indirect, in the activities provided under this Agreement which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the CHDO. Any possible conflict of interest on the part of the CHDO or its employees shall be disclosed in writing to the AGENCY provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation of lower- income residents of the PROJECT area.

In addition, no member of Congress of the United States, official or employee of HUD, or official or employee of the Participating jurisdiction shall be permitted to receive or share any financial or unit benefits arising from the HOME-assisted PROJECT or program.

Prior to the implementation of the HOME-assisted activity, exceptions to these provisions may be requested by the CHDO in writing to the Participating Jurisdiction. The CHDO must demonstrate and certify that the policies and procedures adopted for the activity will ensure fair treatment of all parties, and that the covered persons referenced in this policy will have no inside information or undue influence regarding the award of contracts or benefits of the HOME assistance. The Jurisdiction may grant exceptions or forward the requests to HUD as permitted by 24 CFR 92.356 and 84.42, as they apply.

Section VIII– Equal Employment Opportunity

During the performance of this contract, the CHDO agrees as follows:

The CHDO agrees that no person shall on the grounds of race, color, disability, national origin, religion, age, familial status, sex or sexual orientation be excluded from the benefits of, or be subjected to discrimination under, any activity carried out by the performance of this Agreement. The CHDO also agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin(s). The CHDO will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation or national origin(s). The CHDO agrees to comply with all requirements of Section 202 of Executive Order No. 11246 of September 24, 1965 or by rule, regulations, or orders of the Secretary of Labor or as otherwise provided by law. These requirements include, but are not limited to terms of employment, notices, advertisements, consideration for employment, access to records and accounts, sanctions, and agreements with subcontractors. Upon receipt of evidence of such discrimination, the CITY shall have the right to terminate this Agreement.

Section IX – Labor, Training & Business Opportunity

The CHDO agrees to comply with the federal regulations governing training, employment and business opportunities as follows:

It is agreed that the WORK to be performed under this agreement is on a PROJECT assisted under a program providing direct Federal financial assistance from the US Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u, as well as any and all applicable amendments thereto. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given low and moderate income residents of the PROJECT area, and that contracts for work in connection with the PROJECT are awarded to business concerns which are located in, or owned in substantial part by persons residing in the PROJECT area.

Section X– Compliance with Federal, State & Local Laws

The CHDO covenants and warrants that it will comply with all applicable laws, ordinances, codes, rules and regulations of the state local and federal governments, and all amendments thereto, including, but not limited to; Title 8 of the Civil Rights Act of 1968 PL.90-284; Executive Order 11063 on Equal Opportunity and Housing Section 3 of the Housing and Urban Development Act of 1968; Housing and Community Development Act of 1974, as well as all requirements set forth in 24 CFR 92 of the HOME INVESTMENT PARTNERSHIP PROGRAM. The CHDO covenants and warrants that it will indemnify and hold the City forever free and harmless with respect to any and all damages whether directly or indirectly arising out of the provisions and maintenance of this contract.

The CHDO agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

The CHDO further warrants and agrees to include or cause to be included the criteria and requirements of this section in every non-exempt subcontract in excess of \$100,000. The CHDO also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

The CITY shall have the right under this Agreement to suspend or terminate payments until the CHDO complies with any additional conditions that may be imposed by the CITY or U.S. HUD at any time.

Section XI – Suspension & Termination

In accordance with 24 CFR 85.43, suspension or termination may occur if the CHDO materially fails to comply with any term of the award, and that the award may be terminated for convenience in accordance with 24 CFR 85.44.

If, through any cause, the CHDO shall fail to fulfill in timely and proper manner its obligations under this contract, or if the CHDO shall violate any of the covenants, agreements or stipulations of this contract, the CITY shall thereupon have the right to terminate this contract by giving written notice to the CHDO of such termination and specifying the effective date thereof, at least five (5) days before the date of such termination. In such event, the CHDO shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder to the date of said termination. Notwithstanding the above, the CHDO shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the contract by the CHDO and the CITY may withhold any payments to the CHDO for the purpose of setoff until such time as the exact amount of damages due to the CITY from the CHDO is determined whether by court of competent jurisdiction or otherwise.

Section XII– Termination for Convenience of the CITY

The CITY may terminate for its convenience this contract at any time by giving at least thirty (30) days notice in writing to the CHDO. If the contract is terminated by the CITY, as provided herein, the City will reimburse for any actual and approved expenses incurred, including those costs involved in terminating the contracts and shutting down the work as of the date of notice, and the CHDO will be paid as a FEE an amount which bears the same ratio to the total compensation as the services actually performed bear to the total service of the CHDO covered by this contract, less payments of compensation previously made. Claims and disputes between the parties will be submitted to the American Arbitration Association for resolution. Award or judgment may be entered in any court having jurisdiction thereof.

Section XII – Default-Loss of Grant Funds

If the CHDO fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of the agreement, and more particularly if the CHDO refuses or fails to proceed with the work with such diligence as will insure its completion within the time fixed by the schedule set forth in this agreement, the CHDO shall be in default and notice in writing shall be given to the CHDO of such default by the AGENCY or an agent of the AGENCY. If the CHDO fails to cure such default within such time as may be required by such notice, the CITY, acting by and through the AGENCY, may at its option terminate and cancel the contract.

In the event of such termination, all grant funds awarded to the CHDO pursuant to this agreement shall be immediately revoked and any approvals related to the PROJECT shall immediately be deemed revoked and canceled. In such event, the CHDO will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this agreement, as the grant funds will no longer be available for this PROJECT.

Such termination shall not effect or terminate any of the rights of the CITY as against the CHDO then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the CITY under the law and the note and mortgage (if in effect), including but not limited to compelling the CHDO to complete the PROJECT in accordance with the terms of this agreement.

The waiver of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

Section XIV – Reporting & Recordkeeping Responsibilities

The CHDO agrees to submit monthly reports to the AGENCY by the 15th day of the month following the end of the month and starting the next month following the date of execution of this Agreement. The reports shall include detailed information on the status of the PROJECT as detailed in Exhibit B of this Agreement.

The AGENCY will send the CHDO one reminder notice if the monthly report has not been received fifteen (15) days after the due date. If the CHDO has not submitted a report fifteen (15) days after the date on the reminder notice, the CITY will have the option to terminate the contract as described in this agreement. In addition, the CHDO agrees to provide the AGENCY information as required to determine program eligibility, in meeting national objectives, and financial records pertinent to the PROJECT.

The CHDO agrees to maintain records of all documents as to its CHDO eligibility, income documentation of all assisted households, property standards compliance documents, copies of financial records, price/value determination information and resale/recapture documents.

Section XV – Inspection, Monitoring & Access to Records

The CITY reserves the right to inspect, monitor, and observe work and services performed by the CHDO at any and all reasonable times. The CITY reserves the right to audit the record of the CHDO any time during the performance of this Agreement and for a period of five years after final payment is made under this Agreement.

If required, the CHDO will provide the AGENCY with a certified audit of the CHDO's records representing the Fiscal year during which the PROJECT becomes complete whenever the amount listed in SECTION VII is at or exceeds \$750,000, pursuant to the requirements of the OMB Super Circular.

Access shall be immediately granted to the CITY, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the CHDO or its contractors which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Section XVI – General Conditions

A. Data Becomes CITY Property: All reports, plans, surveys, information, documents, maps, and other data procedures developed, prepared, assembled, or completed by the CHDO for the purpose of this Agreement shall become the property of the CITY without restriction, reservation, or limitation of their use and shall be made available by the CHDO at any time upon request by the CITY. Upon completion of all work contemplated under this Agreement, copies of all documents and records relating to this Agreement shall be surrendered to the CITY if requested. In any event, the CHDO shall keep all documents and records for five (5) years after expiration of this Agreement.

B. Indemnification: The CHDO shall protect, defend, reimburse, indemnify and hold the CITY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during performance of the terms of this Agreement or due to the acts or omissions of the CHDO. CHDO's aforesaid indemnity and hold harmless obligation, or portion or applications thereof, shall apply to the fullest extent permitted by law. The CHDO will hold the CITY harmless and will indemnify the CITY for funds which the CITY is obligated to refund the Federal Government arising out of the conduct of activities and administration of the CHDO.

C. Insurance:

At all times during the term hereof, the CHDO shall maintain insurance acceptable to the CITY. Prior to commencing any activity under this Agreement, the CHDO shall furnish to the CITY original certificates of insurance indicating that the CHDO is in compliance with the provisions of this Article.

CHDO shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. CHDO shall not commence work until the required insurance is in force and evidence of insurance acceptable to CITY has been provided to, and approved by, CITY. An appropriate Certificate of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, CHDO shall provide CITY with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

At all times during the term hereof, the CHDO shall maintain insurance acceptable to the CITY. Prior to commencing any activity under this Agreement, the CHDO shall furnish to the CITY original certificates of insurance indicating that the CHDO is in compliance with the provisions of this Article. The insurance shall list CITY as an additional insured.

CHDO shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. CHDO shall not commence work until the required insurance is in force and evidence of insurance

acceptable to CITY has been provided to, and approved by, CITY. An appropriate Certificate of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, CHDO shall provide CITY with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

Workers' Compensation/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

- Part One: "Statutory"
- Part Two: \$ 1,000,000 Each Accident
\$ 1,000,000 Disease -Policy Limit
\$ 1,000,000 Disease -Each Employee

If applicable, CHDO may, alternatively, submit its signed acknowledgement on a form provided by CITY that it has fewer than four employees, has elected not to purchase Worker's Compensation insurance to cover those employees, and has posted notice(s) declaring the absence of Worker's Compensation Insurance coverage, as required by the State of Florida.

General Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. CITY shall be included as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured-Owners, Lessees, or Contractors). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

- \$ 300,000 General Aggregate
- \$ 200,000 Products/Completed Operations Aggregate
- \$ 200,000 Personal and Advertising Injury
- \$ 200,000 Each Occurrence

Automobile Liability Insurance

If the services and activities as prescribed in the scope of work for this agreement are of the kind that CITY determines could give rise to a claim for automobile liability, CHDO shall procure Automobile Liability Insurance. Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

- \$ 300,000 Each Occurrence -Bodily Injury and Property/Damage Combined

Hazard Insurance

CHDO shall keep the improvements now existing or hereafter erected as part of the PROJECT insured against loss by fire, hazards included within the term "extended coverage", flood (if the PROJECT is located where such insurance can be purchased), and such other hazards as the AGENCY may require for replacement cost and/or in such other amounts and for such periods as the AGENCY may require.

Professional Liability Insurance

If the services and activities as prescribed in the scope of work for this agreement are of the kind that CITY determines could give rise to a claim for sources of liability out of the rendering or failure to render those services, CHDO shall procure Professional Liability Insurance. Such insurance shall be on a form acceptable to CITY and shall cover CHDO for those sources of liability arising out of the rendering or failure to render the services required in the Agreement including any hold harmless and/or indemnification agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 300,000 Each Claim/Annual Aggregate

The insurance provided by CHDO shall apply on a primary basis. Any insurance, or self-insurance, maintained by the CHDO shall be excess of, and shall not contribute with, the insurance provided by CHDO. Except as otherwise specified, no deductible or self-insured retention is permitted.

Neither approval nor failure to disapprove insurance furnished by CHDO shall relieve CHDO from responsibility to provide insurance as required by this Agreement.

CHDO shall deliver to CITY the required certificate(s) of insurance and endorsement(s) before CITY signs this Agreement.

CHDO'S failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which CITY may immediately terminate or suspend this Agreement. In the event of any termination or suspension, CITY may use the services of another CHDO or CHDOs, without CITY'S incurring any liability to CHDO.

(2) Additional Insured

The CHDO shall agree to endorse the CITY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "The City of Pompano Beach, a Political Subdivision of the State of Florida, its Officers, Employees and Agents". The CHDO shall agree the Additional Insured endorsements provide coverage on a primary basis.

(3) Certificate of Insurance

The CHDO shall agree to deliver to the CITY a certificate(s) of insurance evidencing the required insurance is in full force and effect within thirty (30) calendar days prior to the execution of the Contract by the CITY. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be included on the certificate(s).

(4) Right to Review and Adjust

The CHDO shall agree the CITY, by and through its Risk Management Department, in cooperation with the Department of Community Planning and Development, reserves the right to periodically review, modify, reject or accept any required policies of insurance, including limits, coverage's, or endorsements, herein from time to time throughout the life of this Agreement. The CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

D. Maintenance of Effort: The intent and purpose of this Agreement is to increase the availability of the CHDO's services. This Agreement is not to substitute for or replace existing or planned PROJECTs or activities of the CHDO. The CHDO agrees to maintain a level of activities and expenditures, planned or existing, for PROJECTs similar to those being assisted under this Agreement which is not less than that level existing prior to this Agreement.

E. Notices: All notices or other communication which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

CITY'S address: City of Pompano Beach
100 West Atlantic Blvd
Pompano Beach, FL 33060

CHDO's address: Choices Network Systems, Inc.
2300 NW 6th Street
Pompano Beach, FL 33069

F. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

G. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms of this Agreement shall rule.

- H. No waiver or breach of any provision of this Agreement shall constitute a waiver of a subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.
- I. The parties hereto agree that this Agreement shall be construed and enforced according to the laws of the State of Florida.
- J. Should any provisions, paragraphs, sentences, words or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Pompano Beach, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.
- K. The CHDO shall comply with the provisions of the Copeland Anti-Kick-Back Act (18 U.S.C. 874) as supplemented in the Labor Regulations (29 CFR Part 3), as amended.
- L. The CHDO shall comply with the provisions of sections 103 and 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by Labor Regulations (29 CFR, Part 5), as amended.
- M. The CHDO further warrants and agrees to include or cause to be included the criteria and requirements of paragraphs (G) through (H) of this section in every nonexempt subcontract. The CHDO also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.
- N. The obligations undertaken by CHDO pursuant to this Agreement shall not be delegated or assigned to any other person or agency unless CITY shall first consent to the performance or assignment of such service or any part thereof by another person or agency.
- O. The Agreement shall be binding upon the parties hereto, their heirs, executors, legal representative, successors and assigns.
- P. CHDO shall indemnify and save CITY harmless from and against any negligent claims, liabilities, losses and causes of action which may arise out of CHDO's activities under this Agreement, including all other acts or omissions to act on the part of CHDO, including any person acting for or on its behalf, and, from and against any orders, judgments, or decrees which may be entered, and from and

against all costs, attorney fees, expenses and liabilities in the defense of any such claims, or in the investigation thereof.

- Q. CHDO and its employees and agents shall be deemed to be independent contractors, and not agents or employees of the CITY, and shall not attain any rights or benefits under the civil service or pension ordinances of the CITY, or any rights generally afforded classified or unclassified employee; further they shall not be deemed entitled to state Compensation benefits as an employee of the CITY.
- R. Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and is subject to amendment or termination due to lack of funds, or authorization, reduction of funds, and/or change in regulations.

- LEFT BLANK INTENTIONALLY -

IN WITNESS WHEREOF, the parties have caused this Second Amendment to Agreement to be duly executed on the day and year first above written.

“CHDO”

Choices Network Systems, Inc.
A Florida non-profit corporation

Witnesses:

Elise R. Nelson

ELISE R. NELSON

Printed Name

Keshia Coffie

Keshia Coffie

Printed Name

By:

Wylie C. Howard, Sr
Signature

Wylie C. Howard, Sr
Name Printed, Typed or Stamped

Title: Founder / CEO

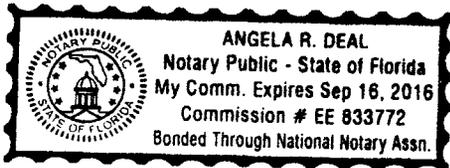
(SEAL)

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 21st day of January, 2016 by Wylie C. Howard, Sr, as Founder / CEO of Choices Network Systems, Inc, a Florida non-profit corporation, on behalf of the corporation. He/she is personally known to me or who has produced (type of identification) as identification.

NOTARY'S SEAL:



Angela R. Deal
NOTARY PUBLIC, STATE OF FLORIDA

Angela R. Deal
(Name of Acknowledger Typed, Printed or Stamped)

EE 833772
Commission Number

"CITY"

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
Dennis Beach, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As to Form:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by LAMAR FISHER, as Mayor, DENNIS BEACH, as City Manager and ASCELETA HAMMOND, as City Clerk of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

RESOLUTION NO. 2016-_____

**CITY OF POMPANO BEACH
Broward County, Florida**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SECOND AMENDED CHDO AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND CHOICES NETWORK SYSTEMS, INC., PROVIDING FOR THE FUNDING AND ADMINISTRATION OF HOME INVESTMENT PARTNERSHIPS PROGRAM PROJECTS; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Second Amended CHDO Agreement between the City of Pompano Beach and Choices Network Systems, Inc., providing for the Funding and Administration of HOME Investment Partnerships Program Projects, a copy of which Agreement is attached hereto and is incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Choices Network Systems, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2016.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

EXHIBIT B

**Second Amended Agreement Between
The City of Pompano Beach & Choices Network Systems, Inc.
2014-2015**

SCOPE OF WORK

The CHDO, in close coordination with the CITY, shall perform all professional services (the "WORK") necessary to complete the PROJECT in full compliance with the terms of this Agreement:

It is understood that the CHDO will provide a specific working budget, copies of required sub-agreements and realistic timetable. The applicable budget shall identify all sources and uses of funds, and allocate HOME and non-HOME funds to activities or line terms.

I. The CHDO agrees to:

Acquire and rehabilitate the home located at 2912 NW 2nd Street in Pompano Beach, Florida to provide affordable Transitional Independent Living rental housing, together with eligible post-acquisition supplemental Project Costs for purchase and installation of appurtenances and equipment necessary to make the homes fully functional for their intended purpose.

II. The CITY agrees to provide the following services through the AGENCY:

A. Provide up to ~~Eighty-Two Thousand Five Hundred Ten and 88/100 (\$82,510.88)~~ Ninety Four Thousand Twenty Three and 88/100 (\$94,023.88) in HOME funds for the Project costs described in Paragraph I, above.

B. The CITY shall provide to the CHDO information regarding its requirements for the PROJECT.

C. The CITY will provide the CHDO with any changes in HOME regulations or program limits that affect the project, including but not limited to income limits, property value limits and rent limits.

D. The CITY will conduct progress inspections of work completed to protect its interests and regulatory authority for the project, and will provide information to the CHDO regarding any progress inspections or monitoring to assist it in ensuring compliance.

The CITY's review and approval of the WORK will relate only to overall compliance with the general requirements of this Agreement and HOME regulations, and all CITY regulations and ordinances. Nothing contained herein shall relieve the CHDO of any responsibility as provided under this Agreement.

E. Act as fiscal agent in processing disbursements of up to ~~Eighty-Two Thousand Five Hundred Ten and 88/100 (\$82,510.88)~~ Ninety Four Thousand Twenty Three and 88/100 (\$94,023.88) in HOME funds for the Project costs described in Paragraph I, above.

F. Conduct Housing Quality Standards Inspection prior to and upon completion of new construction activities.

- J. Provide a determination that applicant households are income eligible under HUD guidelines based on income and household size. Provide a determination that the sites are in conformance with Federal environmental requirements.
- H. Provide technical assistance to ensure compliance with HOME, U.S. HUD, and applicable State, Federal and CITY regulations and this Agreement.
- I. Provide overall administration and coordination activities to ensure that planned activities are completed in a timely manner.
- J. Monitor the CHDO at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by OHUI and will serve to ensure compliance with U.S. HUD and OHUI regulations and to verify the accuracy of reporting procedures to OHUI on program activities as described.

EXHIBIT C

COMPENSATION AND BUDGET SUMMARY

CHOICES NETWORK SYSTEMS, INC.

- A. All payments shall be in the form of reimbursements for program services provided. CHDO will be paid according to the approved budget submitted to the CITY for the specific program. The Project budget determined for the funding period beginning October 1, 2015 through September 30, 2015~~6~~ is as follows:

	Source: <i>CDBG/HOME</i>	Source: <i>Fundraising</i>	Source: <i>Grants</i>	Source: <i>Other</i>	Total Project Cost:
<i>Revenue Sources</i>	\$94,023.88			\$59,139.12	\$153,163
<i>Project Costs (include all costs directly related to delivering this service or accomplishing this project)</i>					
<i>Salary & Wages</i>				\$10,000	
<i>Employee Benefits</i>				\$1,700	
<i>Professional Contract Services</i>				\$3,500	
<i>Office Supplies</i>				\$250	
<i>Postage/Printing</i>					
<i>Notices/Subscriptions</i>					
<i>Utilities</i>					
<i>Travel/Training</i>				\$500	
<i>Rent/Facility Costs</i>					
<i>Repair/Maintenance</i>				\$15,000	
<i>Insurance, Legal & Financial Services</i>				\$2,000	
<i>Fundraising</i>					
<i>Subtotal: Project Costs</i>				\$32,950	\$32,950
<i>Explain Other Costs</i>					
<i>(include other costs over \$500 needed to implement this service or project)</i>					
<i>Acquisition</i>	\$82,510.88			\$24,489.12	\$107,000
<i>Rehabilitation</i>	\$11,513.00			\$1,700	\$13,213
<i>Subtotal: Other Costs</i>					
Grand Total:	\$94,023.88			\$26,189.12	\$153,163

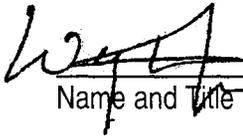
The City shall pay Choices Network Systems, Inc. (hereinafter referred to as the "CHDO,") as maximum compensation for acquisition of the home required pursuant to this Amended Agreement, the sum of ~~Eighty-Two Thousand Five Hundred Ten and 88/100 (\$82,510.88)~~ Ninety Four Thousand Twenty Three Dollars and 88/100 (\$94,023.88).

- B. During the term hereof and for a period of one (1) years following the date of the last payment made hereunder, the CITY shall have the right to review and audit the time records and related records of the CHDO pertaining to any payments by the CITY.

- C. Requests for payment should be made at least on a monthly basis, by the 15th of the month. Reimbursement requests should be submitted to the City within thirty (30) calendar days after the indebtedness has been incurred on the reimbursement request form provided by the Office of Housing and Urban Improvement.

- D. The CHDO must submit the final request for payment to the City within 30 calendar days following the expiration date or termination date of this Agreement on a form a provided by the Office of Housing and Urban Improvement. If the CHDO fails to comply with this requirement, the CHDO shall forfeit all rights to payment and the City shall not honor any request submitted thereafter.

- E. Any payment due under this Agreement may be withheld pending the receipt and approval by the City of all reports due from the CHDO as a part of this Agreement and any modifications.


Name and Title

1/25/16
Date

EXHIBIT D

CITY OF POMPANO BEACH – OFFICE OF HOUSING AND URBAN IMPROVEMENT

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid, or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

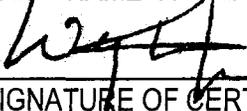
(2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(1) This undersigned shall require that the language of this certification be included in the award documents for "All" sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a pre-requisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Choices Network Systems, Inc
CHDO

Wylie L. Howard, Sr.
PRINT NAME OF CERTIFYING OFFICIAL


SIGNATURE OF CERTIFYING OFFICIAL

1/21/2016
DATE

* Note: In these instances, "All" in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per QMB).

EXHIBIT E

CITY OF POMPANO BEACH – OFFICE OF HOUSING AND URBAN IMPROVEMENT

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS (PRIMARY COVERED TRANSACTIONS FORM)

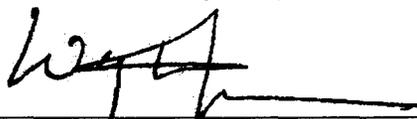
1. ~~The Choices Network Systems, Inc.~~ CHDO Choices Network Systems, Inc. certifies to the best of its knowledge and belief, that it and its principals:
 - d. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1.b of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the City of Pompano Beach.

Choices Network Systems, Inc.

CHDO CHOICES NETWORK SYSTEMS, INC. CHOICES NETWORK SYSTEMS, INC.

Wylie L. Howard, Sr.

PRINT NAME OF CERTIFYING OFFICIAL



SIGNATURE OF CERTIFYING OFFICIAL

1/21/2016

DATE

EXHIBIT F

CITY OF POMPANO BEACH – OFFICE OF HOUSING AND URBAN IMPROVEMENT

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A).
FLORIDA STATUTES ON PUBLIC ENTITY CRIME**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Pompano Beach
By Wylie L. Howard, Sr.
Founder / CEO
(print this individual's name and title)

for Choices Network Systems, Inc.
(print name of entity submitting statements)

whose business address is 2300 NW 6th St
Pompano Beach, FL 33069

and if applicable is Federal Employer Identification Number (FEIN) is 65-1035130

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement:

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, mean a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

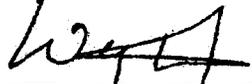
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which statement applies).

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. AND (Please indicate which additional statement applies).

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



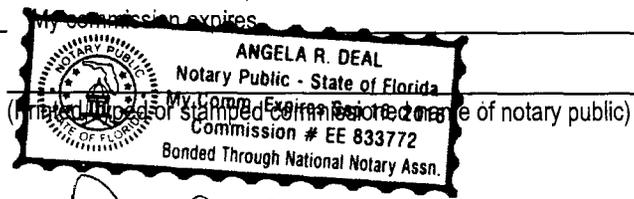
 (Signature)

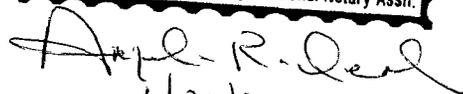
Sworn to me and subscribed before me this 21st day of January, 2016.

Personally known Personally Known

Or produced identification _____ Notary Public—State of Florida

 (Type of Identification)




 1/21/2016