

SHIP FUNDING AGREEMENT

Between

CITY OF HOLLYWOOD, FLORIDA

and

CENTER FOR INDEPENDENT LIVING OF BROWARD CITY, INC.

for

STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) FUNDING  
SPECIAL NEEDS/BARRIER FREE ACTIVITIES  
FY 2014 - 2015 FUNDING

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## EXHIBITS

EXHIBIT "A"	PROJECT DESCRIPTION
EXHIBIT "B"	COSTS/BUDGET FOR PROJECT
EXHIBIT "C"	TIMETABLE/SCHEDULE FOR PROJECT
EXHIBIT "D"	MORTGAGE
EXHIBIT "E"	PROMISSORY NOTE
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EXHIBIT "G"	INVOICE COVER AND DETAIL FORM
EXHIBIT "H"	NOTICE TO PROCEED

This is a SHIP Funding Agreement ("Agreement"), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between the City of Hollywood, a municipal corporation of the State of Florida (hereinafter referred to as "CITY"), and the CENTER FOR INDEPENDENT LIVING OF BROWARD CITY, INC., a Florida not-for-profit corporation, (hereinafter referred to as "CIL") and collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, CITY is a recipient of Florida State Housing Initiatives Partnership ("SHIP") funds pursuant to Section 420.907, Florida Statutes; and

WHEREAS, on \_\_\_\_\_, 2015, the City Commission passed and adopted Resolution No. \_\_\_\_\_, approving funding to CIL, as a subrecipient of funding under CITY's SHIP Program's Special Needs/Barrier/Free Activities providing for a repair/renovation of real property under the terms more specifically described herein; and

WHEREAS, the purpose of this Agreement is to provide SHIP Funds for special needs/barrier free repair/renovation activities for Income Eligible Households in the CITY;

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, the Parties agree as follows:

**ARTICLE 1 - DEFINITIONS AND IDENTIFICATIONS**

The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 Agreement: This Agreement includes Articles 1 through 12, the exhibits and documents that are expressly incorporated herein by reference.
- 1.2 Contract Administrator: The Director of Community and Economic Development Department, or his designee. The primary responsibilities of the Contract Administrator are to coordinate and communicate with CIL's Designated Representative and to manage and supervise execution and completion of the Project and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, the Parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Project.
- 1.3 Department: The Department of Community and Economic Development.

- 1.4 Income Eligible Households: The term refers to one (1) or more natural persons or a family as determined by CITY to be very low income, low income, or moderate income according to the income limits adjusted to family size published annually by the United States Department of Housing and Urban Development based upon the annual gross income of the household.
- 1.5 Project: The Project consists of the scope of services set forth in Article 2 and Exhibit "A".
- 1.6 SHIP: The State Housing Initiatives Partnership ("SHIP") Program pursuant to the State Housing Initiatives Partnership Act under Sections 420.907 - 420.9079, Florida Statutes.
- 1.7 SHIP Funds: The SHIP Program funds provided to CIL under this Agreement.
- 1.8 SHIP Rules and Regulations: The applicable rules and regulation set forth in Sections 420.907 - 420.9079, Florida Statutes, Chapter 67-37, Florida Administrative Code, and the Joint Housing Assistance Plan, which are incorporated herein by reference.

## **ARTICLE 2 - PROJECT**

- 2.1 CIL shall provide home repairs/renovations activities as provided for in this Agreement and outlined in Exhibit "A," Project Description.
- 2.2 CIL shall perform the Project services by performing individual scopes of work or projects for each Income Eligible Homeowner deemed qualified by CITY in accordance with this Agreement, and approved by CITY for the home repairs/renovation activities consistent with SHIP Rules and Regulations.
- 2.3 CITY shall refer Income Eligible Homeowners to CIL for assistance in developing individual scopes of work (specific plans and specifications) for home repairs/renovations on the Income Eligible Homeowner's homestead property.
- 2.4 CITY shall execute a Notice to Proceed as described in Section 2.6, after reviewing and approving the scope of work developed, approved, and executed by the Income Eligible Homeowner and CIL. A fully executed Notice to Proceed shall be required to be provided to CIL prior to the initiation of the scope of work for any individual project. No allowable Project costs shall be incurred or work performed or undertaken without proper written authorization as documented by an executed Notice to Proceed.
- 2.5 Upon receipt of a Notice to Proceed, CIL shall perform the scope of work or competitively select a subcontractor(s) to accomplish the specific scope of work for the respective Income Eligible Homeowner and comply with the following procurement procedures:

- 2.5.1 Requirement for Quotations. CIL shall solicit and award the project using a sealed Request for Quotations ("RFQ") process, with a minimum of three (3) vendors ("subcontractors") on the Department of Community and Economic Development pool of qualified contractors as approved by Resolution R-2014-331. The quotation request shall include an estimate of the cost of the proposed scope of work prepared by CIL and all terms and conditions applicable to the procurement. All subcontractors shall be given the opportunity to complete a site review prior to submitting their quotation. CIL shall ensure that any subcontractors utilized for the Project maintain the appropriate licensure requirements and insurance in accordance with this Agreement and Florida law.
- 2.5.2 Quotation Opening. CIL shall publicly open the quotations received (meaning the quote is opened in the presence of one or more witnesses, and all subcontractors requested to provide a quote were invited in writing to the quotation opening). A public opening is not required to be advertised.
- 2.5.3 Quotation Acceptance and Evaluation. CIL shall evaluate the quotations to determine whether they are responsive to and address the items listed in all material respects in the RFQ. Thereafter, CIL shall determine the lowest quotation, which shall be unconditionally accepted without alteration or correction. All quotations shall be evaluated based on the requirements set forth in the RFQ which may include criteria to determine suitability for a particular purpose. The criteria that will affect the quoted price and be considered in evaluation for award, excluding cash discounts, shall be objectively measurable including, but not limited to, trade discounts, transportation costs, and any total or life cycle costs.
- 2.5.4 Addition, Correction, Cancellation, or Withdrawal of Quotation.
- 2.5.4.1 Addition to Quotation. After quotation opening, an otherwise low quoter shall not be permitted to delete exceptions which affect price or a substantive obligation. However, a quoter shall be permitted the opportunity to furnish other information required in the RFQ and inadvertently not submitted, so long as the information provided does not affect the responsiveness criteria for the RFQ.
- 2.5.4.2 Correction of Quotation. Mathematical errors may be corrected prior to award. The unit prices shall not be changed. A quoter shall be permitted to correct clerical and non-judgmental mistakes of fact. It shall be permissible to accept a voluntary reduction from a low quoter after opening, if such reduction is not conditioned on, nor results in, the

modification or deletion of any condition contained in the RFQ. A voluntary reduction may not be used to ascertain the lowest responsive quote.

2.5.4.3 Withdrawal of Quotes. Any quoter may voluntarily withdraw or amend its quote at any time prior to Quotation Opening by providing written notice to CIL that its quote should not be considered, or should be amended.

2.5.5 Award Authority. CIL shall award a contract by written notice to the lowest responsive and responsible quoter, whose quote meets the requirements and award criteria set forth in the RFQ. Responsive quoter means an offeror who has submitted a quote which is responsive to and addresses the items listed in all material respects in the RFQ. Responsible Quoter means an offeror who is listed on CITY's Purchasing Division's pre-qualified vendor list, and is licensed to perform the type of work requested in the RFQ.

2.5.6 Documentation Requirements. CIL shall prepare and maintain all documents necessary to demonstrate compliance with the above quotation procedures including, but not limited to, the RFQ, all quotes received, all correspondence and other documents including, but not limited to, repair estimates, dates and times of Quotation Opening, and a list of persons attending the Quotation Opening. These documents shall be retained by CIL for audit by CITY.

2.6 Within five (5) business days of the award to a subcontractor, CIL shall submit to CITY for approval a signed Notice to Proceed relating to the individual project in a form similar to Exhibit "H," Notice to Proceed, which shall include a Work Specification (scope of work) attached to the Notice to Proceed as Attachment "A," containing the following minimum information and requirements:

2.6.1 A description of the scope of work to be undertaken and a statement of the method of compensation to the subcontractor.

2.6.2 A project budget establishing the amount of compensation to be paid to the subcontractor, which amount shall constitute a guaranteed maximum amount for the individual project, and shall not be exceeded unless prior written approval of the Contract Administrator is obtained. The information contained in the project budget shall be in sufficient detail so as to identify the various cost elements.

2.6.3 A time established for completion of the scope of work to be undertaken by the subcontractor.

- 2.6.4 Any other additional instructions or provisions relating to the scope of work for the individual project authorized pursuant to this Agreement.
- 2.6.5 A Notice to Proceed shall be dated, serially numbered, and signed.
- 2.6.6 A Notice to Proceed shall be signed by the Contract Administrator, CIL, subcontractor, and the respective Income Eligible Homeowner.
- 2.7 CIL shall comply with the Notice to Proceed, which shall include the individual project's scope of work, budget, and schedule, and perform all services in a timely fashion. Failure to maintain the scope of work, budget, or schedule described in the Notice to Proceed for the individual project shall warrant a full review by CITY.
- 2.8 The Division may issue a Stop Order to CIL which will halt all work in the event that the work is not being done according to the Notice to Proceed or when, in CITY's judgment, CIL, or its Subcontractor, has violated SHIP Rules and Regulations or any other provisions under this Agreement.
- 2.9 In the event that CIL is unable to complete the work or services under this Agreement because of delays resulting from untimely review and approval by CITY or other governmental authorities having jurisdiction over the individual project, and such delays are not the sole fault of CIL, CITY shall grant a reasonable time extension for the completion of the work or services.
- 2.10 CIL shall ensure that all work or services to be performed under this Agreement shall be performed by State or locally certified contractors and that the Income Eligible Homeowners receive industry standard warranties for such work performed.
- 2.11 Any charges in excess of an approved Notice to Proceed shall require a modification to the original Notice to Proceed approved by the Division. Any work performed by CIL without CITY approval shall be borne by CIL and shall not be the responsibility of CITY or the individual Income Eligible Homeowner.
- 2.12 CITY may conduct periodic monitoring and evaluation activities. The continuation of this Agreement is dependent upon satisfactory evaluations. Such evaluations will be based on the terms of this Agreement, comparisons of planned versus actual progress relating to the Project's scheduling, budgets, and output measures. Upon request by CITY, CIL shall furnish to the Contract Administrator, CITY, or their designees, such records and information related to this Agreement that are determined necessary by CITY.
- 2.13 CIL shall provide CITY with Monthly Progress Reports on CIL's letterhead indicating the status of all outstanding work that has been authorized by CITY including the planned versus actual progress of each individual project based on

the project schedule and project budget. Such Monthly Progress Reports shall be submitted to the Contract Administrator on the first business day following the end of the preceding month.

- 2.14 CIL shall notify the Contract Administrator at least forty-eight (48) hours in advance of the date that work on an individual project will be initiated in order that on-site inspections may be conducted by CITY.
- 2.15 At the loan closing for each individual project, CIL shall ensure that the Income Eligible Homeowner's execute a Mortgage, Promissory Note, and Declaration of Restrictive Covenants in substantially the forms attached hereto as Exhibits "D," "E" and "F," respectively, related to the SHIP Funds used to rehabilitate/repair the property. These loan documents shall be delivered to CITY and recorded at the Income Eligible Homeowner's expense by CITY, or its representative designated by the Division Director.
- 2.16 CIL shall abide by the Costs/Budget for Project attached hereto as Exhibit "B," and the Timetable/Schedule for Project attached hereto as Exhibit "C." In the event that the Division Director determines the Project is not being performed substantially in accordance with the Project Description, Costs/Budget for Project, or Timetable/Schedule for Project, or when, in CITY's judgment, CIL, or its contractors or subcontractors, have violated any SHIP Rules and Regulations, or any other provisions of this Agreement, the Division may issue a Stop Order to CIL which shall halt all work on the Project after the Contract Administrator has furnished CIL with written notice of such default in accordance with Article 12.
- 2.17 CIL shall ensure that all services to be performed under this Agreement shall be performed by State or locally certified contractors and subcontractors in compliance with all applicable codes, ordinances, statutes and any other regulations imposed by any regulatory body or authority governing the Project.
- 2.18 CITY will perform periodic monitoring and evaluation activities related to the Project. Such monitoring and evaluations will be based on the terms of this Agreement, including the Monthly Progress Reports to be provided by CIL in accordance with Section 3.13. CIL shall submit such other information and status reports upon the reasonable request of the Division.
- 2.19 CIL shall provide CITY, upon its request, with a copy of all contracts and correspondence between CIL and any design professionals and general contractor it utilizes to complete the Project.
- 2.20 No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last thirty (30) years of weather data recorded in the Fort Lauderdale/Hollywood International Airport Weather Station.



### **ARTICLE 3 - TERM OF AGREEMENT**

The term of this Agreement shall commence upon complete execution by the Parties and shall end on April 1, 2016 unless extended or terminated earlier as provided for herein. The provisions relating to the monitoring, enforcement, auditing, indemnification, insurance, assurances and financial responsibility shall survive the expiration or earlier termination of this Agreement as set forth in Section 12.20 of this Agreement.

### **ARTICLE 4 - FUNDING AND METHOD OF PAYMENT**

- 4.1 The total compensation to be paid under this Agreement, inclusive of the administrative fee to CIL described in Section 5.2, shall not exceed One Hundred Thirty-One Thousand Three Hundred and Thirty-Seven Dollars and Twenty Cents (\$131,337.20). SHIP Funds must be expended by the end of the term provided for in Article 3.
- 4.2 CITY shall pay CIL an administrative fee in the amount of Ten percent (10%) of each project under this Agreement based on the amount identified in the fully executed Notice to Proceed. The total amount of compensation to CIL for administrative fees shall not exceed Ten percent (10%) of the SHIP Funds provided in Section 4.1. Administration costs shall include, but are not limited to, conducting property survey and inspection, ensuring subcontractor selection, conducting on-site visits, handling dispute resolutions and lien matters, obtaining and maintaining documentation required by this Agreement, maintaining accurate accounting records, and ensuring payment to CIL's subcontractors.
- 4.3 The dollar limitation set forth in each Notice to Proceed is a limitation upon, and describes the maximum extent of, CITY's obligation to compensate CIL or its subcontractor as provided for herein, but does not constitute a limitation, of any sort, upon CIL's obligation to perform the services in accordance with this Agreement.
- 4.4 CITY shall pay CIL on a reimbursement basis as provided for in this Agreement. CIL shall invoice CITY on the following basis:
  - 4.4.1 CIL shall submit an original Invoice Cover and Detail Form attached as Exhibit "G," attached hereto, for reimbursement of Eligible Costs, accompanied by proper supporting documentation no later than thirty (30) days after the work is completed. "Eligible Costs" shall mean those costs provided for in Exhibit "B," Costs/Budget for Project. CIL's Designated Representative shall certify that "the services invoiced have been completed."

- 4.4.2 Upon CITY's acceptance of a properly submitted Request for Payment for reimbursement of Eligible Costs and a determination by the Division that the work has been properly completed, CITY will process payment of same. If, during the process, certain expenses are not approved for payment, such expenses shall be deducted and the approved portion of the Request for Payment shall be processed for payment. In the event that contractors or subcontractors of CIL have not been paid for their respective work on the Project and waivers of lien(s) have not been obtained from the contractors or subcontractors, CITY may, in its sole discretion, pay the contractors or subcontractors the amount due and deduct that amount from that being invoiced by CIL under the Request for Payment.
- 4.5 CITY shall pay CIL within thirty (30) calendar days from receipt of CIL's Request for Payment, as provided for in Section 4.3, for reimbursement of Eligible Costs. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the Request for Payment form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of CIL to comply with a term, condition, or requirement of this Agreement.
- 4.6 Payments to CIL shall be sent to:
- Camille Wallace, Esq.  
Director of Grants & Legal Services  
Center for Independent Living of Broward CITY, Inc.  
4800 N. State Road 7, Bldg. F., Suite 102  
Fort Lauderdale, FL 33319
- 4.7 Invoices shall not be honored if received by CITY later than sixty (60) calendar days after expiration or termination of this Agreement, except invoices for audit costs and or impact fees which will be honored up to twelve (12) months after expiration or termination of this Agreement.
- 4.8 CIL shall pay its contractors and suppliers within ten (10) days following receipt of payment from CITY for such contracted work or supplies.
- 4.9 All SHIP Funds not expended by CIL in accordance with this Agreement within ninety (90) days after expiration of the term of this Agreement shall remain in the custody and control of CITY. The CITY may reallocate unexpended SHIP Funds to other projects.

## **ARTICLE 5 - ASSURANCES**

- 5.1 CIL shall comply with all applicable federal, state, and CITY laws, ordinances, and codes and regulations, including, but not limited to, the affordable housing

criteria provided under Sections 420.907 - 420.9079, Florida Statutes. Any conflict or inconsistency between any federal, state, or CITY law or regulation referenced above and this Agreement shall be resolved in favor of the more restrictive provision.

- 5.2 CIL shall act in accordance with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which states that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which CIL receives State financial assistance and will immediately take any measures necessary to effectuate this Agreement.
- 5.3 CIL shall act in accordance with Sections 503 and 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 in addressing the problem of discrimination against individuals with disabilities in such areas as employment, housing, public accommodations, education and transportation.

## **ARTICLE 6 - FINANCIAL RESPONSIBILITY**

- 6.1 CIL shall provide to CITY annual financial statements prepared in accordance with generally accepted accounting principles and audited by an Independent Certified Public Accountant licensed by the State of Florida. CIL shall comply with the requirements of OMB Circular A-133 entitled "Audits of States, Local Government and Non-Profit Organizations," Chapter 10.550 Rules of the Auditor General, State of Florida, and SFAS 116, 117, and any revisions, to the extent they are applicable. The financial statements shall include a statement of financial position, a statement of activities, and a statement of cash flows. All SHIP Funds from CITY should be shown via explicit disclosure in the annual financial statements and/or the accompanying notes to the financial statements. Such financial disclosure information and management letters, if any, shall be filed with CITY within ninety (90) days after the close of CIL's fiscal year or expiration or earlier termination of this Agreement. CIL shall be responsible for costs associated with the above-mentioned audit.
- 6.2 Any late submission of financial statements and management letters required in Section 7.1 above shall result in suspension of any payments due CIL under the terms of this Agreement, until such time as the financial statements and management letters are received by CITY and are in compliance with this Article 6. However, during suspension of any payment as provided for in this Section 6.2, CIL shall not be excused from continuing to perform the Scope of Services under this Agreement.
- 6.3 Notwithstanding CITY's rights of termination set forth in Article 10, in the event CIL, or any of its subcontractors, have caused any SHIP Funds to be expended in violation of this Agreement as determined by the Division Director, CIL shall be required to refund such SHIP Funds in full to CITY unless the violation has been

cured within thirty (30) days, and any subsequent request for payment by CIL in accordance with Section 4.3 above shall be withheld by CITY until such violation is cured to the satisfaction of CITY.

- 6.4 CIL shall have an adequate financial system and internal fiscal controls in accordance with CITY requirements.

## **ARTICLE 7 - INDEMNIFICATION**

- 7.1 CIL shall at all times hereafter indemnify, hold harmless and, at the CITY Attorney's option, defend or pay for an attorney selected by the CITY Attorney to defend CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, reckless, or negligent act of, or omission of, CIL, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against CITY by reason of any such claim, cause of action or demand, CIL shall, upon written notice from CITY, resist and defend such lawsuit or proceeding by counsel satisfactory to CITY or, at CITY's option, pay for an attorney selected by the CITY Attorney to defend CITY. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the CITY Attorney, any sums due CIL under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by CITY.
- 7.2 In the event CIL contracts with a third party contractor ("Contractor(s)") to provide any of the services set forth herein, any contract with such Contractor shall include the following provisions:
- 7.2.1 Indemnification: To the fullest extent permitted by law, Contractor shall indemnify and hold harmless CITY, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract. These indemnifications shall survive the term of this Contract.

## ARTICLE 8 - INSURANCE

- 8.1 CIL shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement the insurance coverage set forth in this article, in accordance with the terms and conditions required by this article.
- 8.2 Without limiting any of the other obligations or liability of the Contractor, Contractor shall provide, pay for, and maintain in force throughout the contract term and any extension term(s), the insurance coverage's set forth in this section. The Contractor shall furnish Original certificates to the City's Community and Economic Development Department and receive approval by the City's Risk Manager, prior to the commencement of any work. Any sub-contractor used by the contractor shall supply such similar insurance required of the contractor. Such certificates shall name the City as an Additional Insured.

Notice of cancellation and/or restriction:

The policy(s) must be endorsed to provide the City with thirty (30) days notice of cancellation and/or restriction.

Coverage shall be provided by a company of companies authorized to transact business in the State of Florida and the company must maintain a minimum rating of A1, V11, as assigned by the A.M. Best Company.

### 8.2.1. Comprehensive General Liability:

Commercial General Liability Insurance naming the City as an Additional Insured with not less than the following limits:

General Aggregate	\$ 500,000
Products-Comp/Op Aggregate	\$ 500,000
Personal and Advertising injury	\$ 500,000
Each Occurrence	\$ 500,000
Fire Damage	\$ 50,000

### 8.2.2. Commercial Automobile Liability:

Commercial Automobile Liability Insurance with not less than the following limits:

Combined Single Limit	\$ 300,000
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Coverage shall include contractual liability assumed under this agreement, owned, hired and non-owned vehicles.

### 8.2.3 Worker's Compensation Insurance:

Worker's Compensation Insurance covering the contractor and the contractor's

employees not less than the following limits:

Each Accident	\$ 500,000
Disease Policy Limit	\$ 500,000
Disease Each Employee	\$ 500,000

#### 8.2.4 Professional Liability

Recognizing that the work governed by this contract involves the furnishing of advice or services of a professional nature, the Contractor shall purchase and maintain, throughout the life of the contract, Professional Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor arising out of the work governed by this contract.

The minimum limits of liability shall be:

\$500,000 Each Claim / \$1,000,000 Aggregate

#### 8.3.1

### **ARTICLE 9 - TERMINATION**

- 9.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the City Commission. Termination for convenience by the City Commission shall be effective on the termination date stated in written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the CITY Administrator upon such notice as the CITY Administrator deems appropriate under the circumstances in the event the CITY Administrator determines that termination is necessary to protect the public health, safety, or welfare. If CITY erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided. CITY shall not be required to reimburse CIL for any of its Eligible Costs under this Agreement, as described in Section 9.4 and provided in Exhibit "B," Costs/Budget for Project, up to the date of termination, if CITY is not able to obtain such funding from the State of Florida for the payment of these costs.
- 9.2 This Agreement may be terminated for cause for reasons including, but not limited to, CIL's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if the CIL is placed on the Scrutinized Companies

with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if the CIL provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

- 9.3 Notice of termination shall be provided in accordance with Article 11, Notices, except that notice of termination by the CITY Administrator, which the CITY Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with Article 11, Notices.
- 9.4 In the event that CIL is under investigation or charged with violation of any state or federal law with respect to and directly related to CIL's contractual relationship with CITY, this Agreement shall terminate immediately upon written notice from CITY to CIL in accordance with Article 11, Notices. In the event CIL is ultimately cleared of any wrongdoing, CITY shall pay CIL for Eligible Costs provided in Exhibit "B," Costs/Budget for Project, properly documented and committed to a third party up to the date of termination. For purposes of this Agreement, properly documented and committed Eligible Costs means any verifiable committed expense including, but not limited to, a Purchase Order for payment of materials and supplies, executed by CIL or a contractor on CIL's behalf, for Project activities under this Agreement. However, after CITY provides notice of termination to CITY, CITY shall not encumber any SHIP Funds under this Agreement, and CITY shall not be required to reimburse CIL for any Eligible Costs for the Project under this Agreement up to the effective date of termination, that were not documented and committed prior to CITY providing notice of termination, if CITY is not able to obtain such funding from the State of Florida for the payment of these costs. However, if CIL is found to have violated any state or federal law relative to this Agreement, CIL shall be required to repay CITY all SHIP Funds that have been paid to CIL.
- 9.5 In the event of termination of this Agreement for any reason, any amounts due CIL shall be withheld by CITY until all documents required to be furnished to CITY under this Agreement are provided to CITY in accordance with the terms of this Agreement.

## **ARTICLE 10 - SUSPENSION OF PAYMENTS**

In any of the following events, CITY may provide notice to CIL in accordance Article 11, Notices, identifying the breach and suspend payments, in whole or in part, until such time as CIL comes into compliance as reasonably determined by CITY:

- 10.1 Ineligible use of SHIP Funds;
- 10.2 Failure to comply with the terms of this Agreement;

- 10.3 Failure to submit reports and documentation as required under this Agreement, including a favorable audit report;
- 10.4 Submittal of incorrect, incomplete, or fraudulent reports in any material respect; and
- 10.5 Until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved.

In the event CITY determines CIL does not, or is not able to come into compliance with the terms of this Agreement as referenced in this Article 10, CITY may elect to terminate this Agreement as provided for in Article 9 and seek whatever remedies are available to CITY.

## **ARTICLE 11 - NOTICES**

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following as the respective places for giving notice:

### **FOR CITY:**

Davon Barbour, Director  
Community & Economic Development  
2600 Hollywood Blvd., Rm. 30\_  
Hollywood, Florida 33020

### **FOR CIL:**

Camille Wallace, Esq.  
Director of Grants & Legal Services  
Center for Independent Living of Broward CITY, Inc.  
4800 N. State Road 7, Bldg. F., Suite 102  
Fort Lauderdale, Florida 33319

## **ARTICLE 12 - MISCELLANEOUS**

### **12.1 EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual



orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Failure by CIL to carry out any of these requirements shall constitute a material breach of this Agreement, which shall permit the Board, to terminate this Agreement or to exercise any other remedy provided under this Agreement, or under the Broward CITY Code of Ordinances, or under the Broward CITY Administrative Code, or under applicable law, with all of such remedies being cumulative.

CIL shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as CITY deems appropriate.

CIL shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of Chapter 16½, Broward CITY Code of Ordinances. CIL shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CIL shall take affirmative steps to prevent discrimination in employment against disabled persons.

By execution of this Agreement, CIL represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. CITY hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle CITY to terminate this Agreement and recover from CIL all monies paid by CITY pursuant to this Agreement, and may result in debarment from CITY's competitive procurement activities.

## 12.2 PUBLIC RECORDS

CITY is a public agency subject to Chapter 119, Florida Statutes. To the extent CIL is acting on behalf of CITY pursuant to Section 119.0701, Florida Statutes, CIL shall:

12.2.1 Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by CITY were CITY performing the services under this Agreement;

12.2.2 Provide the public with access to such public records on the same terms and conditions that CITY would provide the records and at a cost that

does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

12.2.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

12.2.4 Meet all requirements for retaining public records and transfer to CITY, at no cost, all public records in its possession upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to CITY in a format that is compatible with the information technology systems of CITY.

The failure of CIL to comply with the provisions set forth in this Section 12.3 shall constitute a default and breach of this Agreement, and CITY shall enforce the default in accordance with the provisions set forth in Article 9.

### 12.3 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CIL and its subcontractors that are related to this Project for the period of time required by the Florida Public Records Act, Chapter 119, Florida Statutes. CIL and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CIL and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CIL or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CIL and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or five (5) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CIL shall ensure that the requirements of this Section 12.4 are included in all agreements with its subcontractor(s).

### 12.4 INDEPENDENT CONTRACTOR

CIL is an independent contractor under this Agreement. Services provided by CIL pursuant to this Agreement shall be subject to the supervision of CIL. In providing such services, neither CIL nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to CIL or CIL's agents any authority of any kind to bind CITY in any respect whatsoever.

#### 12.5 PRIOR AGREEMENTS

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

#### 12.6 AMENDMENTS

The Parties may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, and objectives. Except for the provisions set forth in this Section 12.7, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Board and CIL or others delegated authority to or otherwise authorized to execute same on their behalf. Such amendments shall in be in writing and the CITY Administrator is authorized to execute amendments that change the term of the Agreement, reduce funding, or that change the Project, so long as the Project consists of eligible activities under Sections 420.907 - 420.9079, Florida Statutes, and Chapter 67-37, Florida Administrative Code. The Division Director shall be authorized to approve amendments for line item changes to the budget information set out in Exhibit "B," Costs/Budget for Project, provided such changes do not result in an increase in the funding amount set forth in this Agreement and such changes shall be in the form of an amendment to this Agreement.

#### 12.7 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. CIL is permitted to subcontract the performance of services required by this Agreement in accordance with the terms and conditions set forth herein. CITY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by CIL of this Agreement or any right or interest herein without CITY's written consent.

CIL represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

CIL shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CIL's performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

#### 12.8 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY, and, if a copyright is claimed, CIL grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CIL, whether finished or unfinished, shall become the property of CITY and shall be delivered by CIL to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CIL shall be withheld until all documents are received as provided herein.

#### 12.9 CONFLICTS

Neither CIL nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CIL's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

None of CIL's officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he, she, or CIL is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude CIL or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

CIL shall require its subcontractors, by written contract, to comply with the provisions of this section to the same extent as CIL.

#### 12.10 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties acknowledge that jurisdiction of any controversies or legal disputes arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward CITY, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, CIL AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, ARISING FROM, OR IN CONNECTION WITH THIS AGREEMENT.**

#### 12.11 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CIL elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days of final court action, including all available appeals.

#### 12.12 COMPLIANCE WITH APPLICABLE LAWS

CIL shall comply with all applicable federal, state, and CITY laws, ordinances, codes, and regulations. Any conflict or inconsistency between the federal, state, or CITY guidelines or regulations and this Agreement shall be resolved in favor of the more restrictive guidelines or regulations.

#### 12.13 PUBLIC ENTITY CRIME ACT

CIL represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by CITY pursuant to this Agreement, and may result in debarment from CITY's competitive procurement activities.

In addition to the foregoing, CIL further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CIL has been placed on the convicted vendor list.

#### 12.14 THIRD PARTY BENEFICIARIES

Neither CIL nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

#### 12.15 MATERIALITY AND WAIVER OF BREACH

Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

#### 12.16 JOINT PREPARATION

The Parties and their counsel have participated fully in the drafting of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

#### 12.17 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 12 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 12 shall prevail and be given effect.

#### 12.18 INTERPRETATION

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

#### 12.19 INCORPORATION BY REFERENCE

The truth and accuracy of each Whereas clause set forth above is acknowledged by the Parties. The attached Exhibits "A" - "H" are incorporated into and made a part of this Agreement. The rules and regulations related to use of SHIP Funds shall be incorporated herein by reference.

#### 12.20 SURVIVAL

Either party's right to monitor, evaluate, enforce, audit and review, and any assurances, obligations to indemnify or insure, and items of financial responsibility shall survive the expiration or earlier termination of this Agreement.

#### 12.21 COOPERATION

The Parties shall execute, acknowledge, deliver, and cause to be done, executed, acknowledged, and delivered, all such further documents and perform such acts as shall reasonably be requested of it to carry out this Agreement and give effect hereto. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the Parties declare their intention to cooperate with each other in effectuating the terms of this Agreement.

#### 12.22 WAIVER OF CLAIMS

CIL shall waive any claim it may have against CITY, and its agents, servants, and employees for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part thereof, or by any judgment of award in any suit or proceeding declaring this Agreement null, void, or voidable, delaying the same or any part thereof, from being carried out.

#### 12.23 CUMULATIVE RIGHTS

All rights and remedies of CITY hereunder or at law or in equity are cumulative and shall be in addition to any other rights and remedies available. The exercise of any right or remedy shall not be taken to exclude or waive the right to the exercise of any other. Failure by CITY to promptly exercise any of its rights shall not operate to forfeit or be treated as a waiver of any such rights.

#### 12.24 SPECIFIC PERFORMANCE

In addition to all other remedies, CIL's obligations contained herein shall be subject to the remedy of specific performance by appropriate action commenced in a court of proper jurisdiction.

#### 12.25 FORCE MAJEURE

If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable



steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

12.26 DESIGNATED REPRESENTATIVE

CIL's Designated Representative for this Project is \_\_\_\_\_.

12.27 EXECUTION AUTHORITY

The individual executing this Agreement on behalf of CIL personally warrants that he or she has full authority to execute this Agreement on behalf of CIL.

12.28 RECORDATION

Upon execution of this Agreement by the Parties, CITY shall record same in the Official Public Records of Broward CITY, Florida.

12.29 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have made and executed this Agreement: CITY, through its CITY COMMISSION, signing by and through its Mayor, authorized to execute same by Commission action on \_\_\_\_\_, 2015, and CENTER FOR INDEPENDENT LIVING OF BROWARD CITY, INC., signing by and through its \_\_\_\_\_, duly authorized to execute same.

CITY

Attest:

City of Hollywood, a municipal corporation of the State of Florida

\_\_\_\_\_  
Patricia A. Cerny, MMC,  
City Clerk

By: \_\_\_\_\_  
Peter Bober, Mayor

Endorsed as to Form & Legality  
for the use and reliance of the  
City of Hollywood, Florida, only.

By: \_\_\_\_\_  
Matthew Lalla, Director of  
Financial Services

\_\_\_\_\_  
Jeffrey P. Sheffel, City Attorney

CIL

WITNESSES:

CENTER FOR INDEPENDENT LIVING  
OF BROWARD CITY, INC.

\_\_\_\_\_  
Signature

By \_\_\_\_\_

\_\_\_\_\_  
Print Name

Name \_\_\_\_\_

\_\_\_\_\_  
Signature

Title \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_ day of \_\_\_\_\_, 2015.

STATE OF FLORIDA       )  
  SS  
CITY OF BROWARD       )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, as \_\_\_\_\_, on behalf of \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

Print or type Name : \_\_\_\_\_

Commission No.: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

## **EXHIBIT "A"**

### **PROJECT DESCRIPTION**

SHIP Funds: \$131,337.20

Project Description – Housing Rehabilitation Services that include Special Needs/Barrier Free Activities

SHIP Funds in the amount of \$131,337.20 provided by CITY under this Agreement shall be used by CIL to provide Housing Rehabilitation Services that include Special Needs/Barrier Free Activities. A minimum of two (2) Income Eligible Households shall be assisted in an amount up to \$55,000.00 each for SHIP Eligible Activities under the SHIP Rules and Regulations unless the repairs are for: (a) correcting existing property standard violations which are set forth in Chapter 157, Hollywood Code of Ordinances as well as Federal Minimum Housing Quality Standards set forth in 24 CFR Part 982; or (b) curing an overcrowding condition in which case the loan shall not exceed 50.9% of the assessed value of the property. The maximum amount of assistance shall be based upon the aggregated total of all outstanding City of Hollywood housing loans for the subject property.,

CITY'S Responsibilities:

- Applicants shall be processed by CITY to determine income eligibility in accordance with the City's Local Housing Assistance Plan guidelines attached hereto and incorporated by reference as Attachment "1".
- Refer income eligible applicants to CIL.

CIL's Responsibilities:

- Provide CITY with an individual scope of work for each property to be assisted prior to committing any SHIP Funds.
- Ensure a Notice to Proceed, in the form attached to the Agreement as "Exhibit H" is signed by all parties prior to commencing construction.
- Ensure required building permits are issued.
- Ensure that each Income Eligible Household assisted with SHIP Funds under the Agreement executes a Promissory Note and Mortgage, collect recording fee, and submit to COUNTY for recording.
- Ensure all permits are approved by the appropriate building officials prior to submitting final invoice for payment to CITY.
- Ensure punch-list items are completed prior to submitting final invoice for payment to CITY.
- Ensure all liens are waived prior to submitting final invoice for payment to CITY.

**EXHIBIT "B"**

**COSTS/BUDGET FOR PROJECT**  
**STATE OF FLORIDA ALLOCATION FOR FISCAL YEAR 2014-2015**

**FUNDING SOURCE**

<b><u>CATEGORY</u></b>	<b><u>SHIP FUNDS</u></b>	<b><u>TOTAL</u></b>
<b>A.</b> Client subsidy (Includes work write-up and permits)	\$118,203.48	\$118,203.48
<b>B.</b> Contractual Costs	\$13,133.72	\$13,133.72
<b>C.</b> TOTALS	\$131,337.20	\$131,337.20

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**BUDGET NARRATIVE**

- A. Direct client subsidy: Cost of rehabilitation for a minimum of two (2) Income Eligible Households at up to \$55,000.00 each = \$118,203.48. Includes assessments, work write-ups, and permits.
- B. Contractual Costs: A maximum of 10% of the Agreement or \$13,133.72 payable to CIL.
- C. Total SHIP Funds under the Agreement.

**EXHIBIT "C"**

**TIMETABLE/SCHEDULE FOR PROJECT**  
**FY 2014/2015**

<b><u>Work Task</u></b>	<b><u>Start- Up</u></b>	<b><u>Completion</u></b>
Assess referrals	Upon execution of Agreement by the Parties	December 30, 2015
Provide Monthly Progress Reports to CITY	One (1) month after execution of Agreement by the Parties	August 30, 2015
Provide Project Completion Form to CITY	N/A	August 30, 2015
Contract Completion	N/A	April 1, 2016

## EXHIBIT "D"

This instrument prepared by:  
Department of Community and Economic Development  
2600 Hollywood Boulevard, Room 203  
Hollywood, Florida 33020

### **MORTGAGE to SECURE A LOAN for REHABILITATION of PROPERTY**

This Mortgage made on or as of the            day of            , 20            , between            , hereinafter called, and if more than one party, jointly and severally hereinafter called "Mortgagor", residing at            , in the City of Hollywood, County of Broward, State of Florida, and The City of Hollywood hereinafter called "Mortgagee".

WITNESSETH, that to secure the payment of an indebtedness in the principal amount of            Dollars (\$            ) which, exclusive of the signature of the Mortgagor, marked "Schedule A," is annexed hereto and made a part thereof, and all other indebtedness which the Mortgagor is obligated to pay to the Mortgagee pursuant to the provisions of the Note and this Mortgage, the Mortgagor hereby grants, conveys and mortgages to the Mortgagee:

ALL that certain lot, piece or parcel of land situate in the City of Hollywood, Broward County, Florida bounded and described as follows:

TOGETHER with all appurtenances thereto and all the estate and rights of the Mortgagor in and to such property or in anywise appertaining thereto: all buildings and other structures now or hereafter thereon erected or installed, and all fixtures and articles of personal property now or hereafter attached to, or in the operation of, any such land, buildings or structures which are necessary to the complete use and occupancy of such buildings or structures for the purposes for which they were or are to be erected or installed, including, but not limited to, all heating, plumbing, bathroom, lighting, cooking, laundry, ventilating, refrigerating, incinerating and air-conditioning equipment and fixtures, and all replacements thereof and additions thereto, whether or not the same are or shall be attached to such land, buildings or structures in any manner:

TOGETHER with any and all portion of mortgage now or hereafter made for the taking of the property mortgaged hereby, or any part thereof (including any easement) by the exercise of the power of eminent domain, including any award for change of grade of any street or other roadway, which awards are hereby assigned to the Mortgagee and are deemed a part of the property mortgaged hereby, and the Mortgagee is hereby authorized to collect and receive the proceeds of such awards, to give proper receipts and acquittance thereof, and to apply the same toward the payment of the indebtedness secured by this Mortgage notwithstanding the fact that the amount owing thereon may not then be due and payable; and the Mortgagor hereby agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning each such award to the Mortgagee, free, clear and discharged of any encumbrances of any kind or nature whatsoever, and

TOGETHER with all right, title and interest if applicable of the Mortgagor in and to the land lying in the streets and roads in front of and adjoining the above described land (all the above described land, buildings, other structures, fixtures, articles of personal property, awards and other rights and interest if applicable being hereinafter collectively called the "Property").

TO HAVE AND TO HOLD the mortgaged property and every part thereof into the Mortgagee, its successors and assigns forever for the purposes and uses herein set forth.

AND the Mortgagor further covenants and agrees with the Mortgagee, as follows:

1.            **PAYMENT OF DEBT** The Mortgagor will promptly pay, in full, the debt evidenced by this Mortgage and the Promissory Note not later than the date of maturity on            unless Mortgagee refinances the obligation pursuant to the Promissory Note. Payment of the debt shall be made in the manner as provided by in this Mortgage and the Promissory Note.

2. **TAXES, FINES AND IMPOSITIONS** The Mortgagor will pay when due, as hereinafter provided all ground rents, if any, and all taxes, assessments, water rates and other governmental charges, fines and impositions, of every kind and nature whatsoever, now or hereafter imposed on the Property or any part thereof, and will pay when due every amount of indebtedness secured by any lien to which the lien of this Mortgage is expressly subject.

3. This Mortgage and the Note were executed and delivered to secure moneys advanced in full to the Mortgagor by the Mortgagee as or on account of a loan evidenced by the Note, for the purpose of making the improvements described or referred to in the HOMEOWNER AND CONTRACTOR AGREEMENT dated the        day of       , 20       , to or on the Property, and for such other purpose, if any, described or referred to therein, which improvements are hereinafter collectively called "Improvements." The Mortgagor shall make or cause to be made all the Improvements. If the construction or installation of the Improvements shall not be carried out with reasonable diligence, or shall be discontinued at any time for any reason, other than strikes, lock-outs, acts of God, fires, floods, or other similar catastrophes, riots, war or insurrection, the Mortgagee, is hereby authorized (a) to enter upon the Property and employ any watchmen, protect the Improvements from depreciation or injury and to preserve and protect such property, (b) to carry out any or all then existing contracts between the Mortgagor and other parties for the purpose of making any of the Improvements pursuant to the obligations for the purposes of completing the Improvements pursuant to the obligations of the Mortgagor hereunder, either in the name of the Mortgagor, and (c) to pay and discharge all debts, obligations and liabilities incurred by reason of any action taken by the Mortgagee as provided in this Paragraph, all of which amounts so paid by the Mortgagee, with interest if applicable thereon from the date of each such payment, at the rate of ZERO percent (0%) per annum, shall be payable by the Mortgagor to the Mortgagee on demand at sale, title transfer, lease, or other disposition of the Property and in cases related to refinancing of a superior mortgage holder as provided in Policies Governing Department of Community and Economic Development Housing Programs.

4. **PRESERVATION AND MAINTENANCE OF PROPERTY** No building or other structure or improvement, fixture or personal property mortgaged hereby shall be removed or demolished without the prior written consent of the Mortgagee. The Mortgagor will not make, permit or suffer any alteration of or addition to any building or other structure or improvement now or which may hereafter be erected or installed upon the mortgaged property, or any part thereof, except the improvements required to be made pursuant to Paragraph 3 hereof, nor will the Mortgagor use, or permit or suffer the use of any of the mortgaged property for any purpose other than the purpose or purposes for which the same is now intended to be used, without the prior written consent of the Mortgagee. The Mortgagor will maintain the mortgaged property in good condition and state of repair and will not suffer or permit any waste to any part thereof, and will promptly with all the requirements of Federal, state and local governments, or of any departments, divisions or bureaus thereof, pertaining to such property or any part thereof.

5. **NO CREATION OF LIENS** The Mortgagor will not voluntarily create, or permit or suffer to be created or to exist, on or against the Property, or any part thereof, any lien superior to the lien of this Mortgage, exclusive of the lien or liens, if any, to which this Mortgage is expressly subject, as set forth in the granting clause above and will keep and maintain the same free from the claims of all parties supplying labor or materials which will enter into the construction or installation of the Improvements.

6. (a) **HAZARD INSURANCE** The Mortgagor will keep all buildings, other structures and improvements, including equipment, now existing or which may hereafter be erected or installed on the land mortgaged hereby, insured against loss by fire and other hazards, casualties and contingencies, in such amounts and manner, and for such periods, all as may be required from time to time by the Mortgagee. Unless otherwise required by the Mortgagee, all such insurance shall be affected by Standard Fire and Extended Coverage Insurance policies, in amounts not less than necessary to comply with the co-insurance clause percentage of the value applicable to the location and character of the property to be covered. All such insurance shall be carried in companies approved by the Mortgagee and all policies therefore shall be in such form and shall have attached thereto loss payable clauses in favor of the Mortgagee and any other parties as shall be satisfactory to the Mortgagee. All such policies and attachments thereto shall be delivered promptly to the Mortgagee, unless they are required to be delivered to the holder of a lien of a mortgage or similar instrument to which this Mortgage is expressly subject, in which latter event, certificates thereof, satisfactory to the Mortgagee, shall be delivered promptly to the Mortgagee. The Mortgagor will pay promptly when due, as hereinafter provided any and all premiums on such insurance and in every case in which payment thereof is not made from the deposits therefore required by this Mortgage, promptly submit to the Mortgagee for examination receipts or other evidence of such payment as shall be satisfactory to the Mortgagee. The Mortgagee may obtain and pay the premium on (but shall be under no obligation to do so) every kind of insurance required hereby if the amount of such premium has not been deposited as required by this Mortgage, in which event the Mortgagor will pay to the Mortgagee every premium so paid by the Mortgagee.

(b) **NOTICE** In the event of loss or damage to the Property, the Mortgagee must send immediate notice thereof by mail, and the Mortgagee may make and file proof of loss if not made otherwise promptly by or on behalf of the Mortgagor. Each insurance company issuing any such policy is hereby authorized and directed to make payment thereunder for such loss to the Mortgagor and the Mortgagee jointly, unless the amount of loss is payable first to the holder of a lien under a mortgage or similar instrument to which this Mortgage is expressly subject: and the insurance proceeds, or any part thereof, if received by the Mortgagee, may be applied by the Mortgagee, at its option, either in reduction of the indebtedness hereby secured, or to the restoration or repair of the mortgaged property damaged. In the event of foreclosure of this Mortgage, or of any transfer of title to the Property in extinguishment of such indebtedness, all right, title and interest if applicable of the Mortgagor in and to every such insurance policy then in enforce, subject to the rights and interest if applicable of the holder of any such prior lien, shall pass to the grantee acquiring title to the mortgaged property together with such policy and appropriate assignment of such right, title and interest if applicable which shall be made by the Mortgagor.



7. **COMPLIANCE WITH ALL LAWFUL AUTHORITY** The Improvements and all plans and specifications therefore shall comply with all applicable municipal ordinances, regulations and rules made or promulgated by lawful authority, and upon their completion, shall comply therewith and with the rules of the Board of Fire Underwriters having jurisdiction.

8. **PROTECTION OF MORTGAGEE'S SECURITY INTEREST** Upon any failure by the Mortgagor to comply with or perform any of the terms, covenants or conditions of this Mortgage requiring the payment of any amount of money by the Mortgagor, other than the principal amount of the loan evidenced by the Note, interest if applicable and other charges, as provided in the Note, the Mortgagee may at its option make such payment. This Mortgage with respect to any such amount and the interest if applicable thereon shall constitute a lien on the mortgaged property prior to any other lien attaching or accruing subsequent to the lien of this Mortgage.

9. **RIGHT OF INSPECTION** The Mortgagee, by any of its agents or representatives, shall have the right to inspect the Property from time to time at any reasonable hour of the day. Should the Property, or any part thereof, at any time require inspection, repair, care or attention of any kind or nature not provided by this Mortgage as determined by the Mortgagee in its sole discretion, the Mortgagee may, after notice to the Mortgagor, enter or cause entry to be made upon the property and inspect, repair, protect, care for or maintain such property, as the Mortgagee may in its sole discretion deem necessary, and may pay all amounts of money therefore, as the Mortgagee may in its sole discretion deem necessary.

10. **DEFAULT PROVISIONS** The principal amount owing on the Note together with interest if applicable thereon and all other charges, as therein provided, and all other amounts of money owing by the Mortgagor to the Mortgagee pursuant to and secured by this Mortgage, shall immediately become due and payable without notice or demand upon the appointment of a receiver or liquidator, whether voluntary or involuntary, for the Mortgagor or any of the property of the Mortgagor, or upon the filing of a petition by or against the Mortgagor under the provisions of any State insolvency law, or under the provisions of the Bankruptcy Act of 1898, as amended, or upon the making by the Mortgagor of an assignment for the benefit of the Mortgagor's creditors. The Mortgagee is authorized to declare, at its option, all or any part of such indebtedness immediately due and payable upon the happening of any of the following events of default:

(a) Failure to pay the amount of any installment of principal and interest if applicable, or other charges payable on the Note, which shall have become due, prior to the due date of the next such installment.

(b) Nonperformance by the Mortgagor of any covenant, agreement, term or condition of this Mortgage, or of the Note (except as otherwise provided in subdivision (a) hereof or of any other agreement heretofore, herewith or hereafter made by the Mortgagor with the Mortgagee in connection with such indebtedness, after the Mortgagor has been given due notice by the Mortgagee of such nonperformance:

(c) Failure of the Mortgagor to perform any covenant, agreement, term or condition in any instrument creating a lien upon the mortgaged property, or any part thereof, which shall have priority over the lien of this Mortgage.

(d) The Mortgagee's discovery of the Mortgagor's failure in any application of the Mortgagor to the Mortgagee to disclose any fact deemed by the Mortgagee to be material, or of the making therein, or in any of the agreements entered into by the Mortgagor with the Mortgagee (including, but not limited to, the Note and this Mortgage) of any misrepresentation by, on behalf of, or for the benefit of the Mortgagor.

(e) Mortgagor shall agree to maintain the Property in accordance with all City codes and regulations. Further, the Mortgagor is required to maintain Property in order to prevent waste, impairment or deterioration of the property. Failure to do so shall be considered a default.

(f) The sale, lease or other transfer of any kind or nature of the Property, or any part thereof, without the prior written consent of the Mortgagee.

(g) Mortgagor shall agree to occupy the Property securing this Promissory Note as the principal residence of the Owner and maintain the Property as required by the Mortgage referred to herein until the loan is fully paid.

The Mortgagee's failure to exercise any of its rights hereunder shall not constitute a waiver thereof. All the events in this Paragraph enumerated upon the happening of any of which the Note shall become, or may be declared to be, immediately due and payable are in this Mortgage called "events of default."

11. **MORTGAGOR'S ABILITY TO CURE** The Mortgagee may from time to time cure each default under any covenant or agreement in any instrument creating a lien upon the Property, or any part thereof, which shall have priority over the lien of this Mortgage, to such extent as the Mortgagee may exclusively determine, and each amount paid, if any, by the Mortgagee to cure any such default shall be paid by the Mortgagor to the Mortgagee, and the Mortgagee shall also become subrogated to whatever rights the holder of the prior lien might have under such instrument.

12. (a) **SURRENDER OF PROPERTY** After the happening of any default hereunder, the Mortgagor shall, upon demand of the Mortgagee, surrender possession of the Property to the Mortgagee, and the Mortgagee may enter such Property and collect all the rents therefrom which are due or to become due after payment of all charges and expenses, on account of the indebtedness hereby secured, and all

such rents and all leases existing at the time of such default are hereby assigned to the Mortgagee as further security for the payment of the indebtedness secured hereby and the Mortgagee may also dispossess, by the usual summary proceedings, any tenant defaulting in the payment of any rent to the Mortgagee.

(b) **MONTHLY RENTAL PAYMENTS AS HOLDOVER TENANT** In the event that the Mortgagor occupies the Property or any part thereof, the Mortgagor agrees to surrender possession of such Property to the Mortgagee immediately after any such default hereunder, and if the Mortgagor remains in possession after such default, such possession shall be as a holdover tenant at will of the Mortgagee, and the Mortgagor shall pay in advance, upon demand by the Mortgagee, as a reasonable monthly rental for the premises occupied by the Mortgagor, and amount at least equivalent to one-twelfth (1/12th) of the aggregate of the twelve (12) monthly installments payable in the current calendar year, plus the actual amount of the annual ground rent, if any, taxes, assessments, water rates, other governmental charges, liens, impositions or encumbrances and insurance premiums payable in connection with the mortgaged property during such year, and upon the failure of the Mortgagor to pay such monthly rents, the Mortgagor may also be dispossessed by the usual summary proceedings applicable to tenants. This covenant shall become effective immediately upon the happening of any such default, as determined in the sole discretion of the Mortgagee, who shall give notice of such determination to the Mortgagor, and in the case of foreclosure and the appointment of a receiver of the rents, the within covenant shall inure to the benefit of such receiver.

13. **APPOINTMENT OF A RECEIVER** The Mortgagee in any action to foreclose this Mortgage shall be entitled to the appointment of a receiver without notice, as a matter of right and without regard to the value of the mortgaged property, or the solvency or insolvency of the Mortgagor or other party liable for the payment of the Note and other indebtedness secured by this Mortgage.

14. The Mortgagor, within ten (10) days upon request in person or within twenty (20) days upon request by mail, will furnish promptly a written statement in form satisfactory to the Mortgagee, signed by the Mortgagor and duly acknowledged, of the amount then owing on the Note and other indebtedness secured by this Mortgage, and whether any offsets or defenses exist against such indebtedness or any part thereof.

15. **NOTICE AFTER PROPERTY DAMAGE** The Mortgagor will give immediate notice by registered or certified mail to the Mortgagee of any fire, damage or other casualty affecting the mortgaged property, or of any conveyance, transfer or change in ownership of such property, or any part thereof.

16. Notice and demand or request may be sold in one (1) parcel.

17. **FORECLOSURE SALE** In case of a foreclosure sale of the Property, it may be sold in one parcel.

18. **ASSIGNMENT OF RENTS** The Mortgagor will not assign the rents, if any, in whole or in part, from the mortgaged property, or any part thereof, without the prior written consent of the Mortgagee.

19. **MORTGAGEE'S RIGHT TO CONVEY** The Mortgagor has lawful use of the Property and has good right, full power and lawful authority to sell and convey the same in the manner above provided, and will warrant and defend the same to the Mortgagee forever against the lawful claims and demands of any and all parties whatsoever.

20. **WAIVER OF HOMESTEAD EXEMPTION** The Mortgagor hereby waives the benefit of all homestead exemptions as to the debt secured by this Mortgage and as to any expenditure for insurance, taxes, levies, assessments, dues or charges incurred by the Mortgagee pursuant to any provision of this Mortgage.

21. **SUCCESSORS AND ASSIGNMENTS BOUND** This Mortgage and all the covenants, terms and conditions herein contained shall be binding upon and inure to the benefit of the Mortgagor and the heirs, legal representatives and assigns of the Mortgagor, and to the extent permitted by law, every subsequent owner of the Property, and shall be binding upon and inure to the benefit to the Mortgagee and its assigns. If the Mortgagor, as defined herein, consists of two or more parties, this Mortgage shall constitute a grant and mortgage by all of them jointly and severally, and they shall be obligated jointly and severally under all the provisions hereof and under the Note. The word "Mortgagee" shall include any person, corporation or other party who may from time to time be the holder of this Mortgage. Wherever used herein, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall be applicable to all genders wherever the sense requires.

22. **COLLECTION OF ATTORNEY'S FEES** In the event the City must institute, maintain or participate in any action to collect this debt or enforce this mortgage, it is entitled to recover a reasonable attorney's fee inclusive of counsel appellate fees and/or bankruptcy counsel.

**IN WITNESS WHEREOF**, this Mortgage has been duly signed and sealed by the Mortgagor on or as of the day and year first above written.

---

(Borrower)  
(Borrower's Address)

---

(Witness)

\_\_\_\_\_  
(Borrower)  
(Borrower's Address)

\_\_\_\_\_  
(Witness)

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
who is/are personally known to me or who has/have produced \_\_\_\_\_ as identification

\_\_\_\_\_ (sign)

\_\_\_\_\_ (print)

Notary Public, State of Florida At Large

(SEAL)

Commission No: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## EXHIBIT "E"

This instrument prepared by:  
Department of Community and Economic Development  
2600 Hollywood Boulevard # 203  
Hollywood, Florida 33020

### STATE HOUSING INITIATIVE PARTNERSHIP (SHIP) PROMISSORY NOTE

**THIS LOAN IS PAYABLE IN FULL ON THE MATURITY DATE SET FORTH BELOW. HOWEVER AT THIRTY (30) DAYS PRIOR TO THE MATURITY DATE, THE MORTGAGEE SHALL OFFER THE MORTGAGOR A REFINANCING OPTION, PURSUANT TO THE SAME TERMS AND CONDITIONS, SO LONG AS MORTGAGOR HAS NOT DEFAULTED ON ANY TERMS OR CONDITIONS SET FORTH IN THE MORTGAGE. AT MATURITY MORTGAGOR IS UNDER NO OBLIGATION TO REFINANCE THE LOAN. MORTGAGEE MAY ALSO REQUIRE THE PRINCIPAL BALANCE OF THE LOAN TO BE DUE, IN FULL, AT ANY TIME PRIOR TO THE MATURITY DATE IN THE EVENT THAT MORTGAGOR DEFAULTS ON ANY TERM OF THE MORTGAGE.**

Direct Payment Loan Property: Hollywood, Florida, Broward County

\$

Date:

**FOR VALUE RECEIVED**, the undersigned, ("BORROWER") jointly and severally promise(s) to pay to the order of the City of Hollywood (hereinafter referred to as the "LENDER") the sum of        Dollars and No/Cents (\$        ) ("Loan Proceeds"). No payments shall be due under this Promissory Note and the Loan shall be due and payable at the thirtieth (30<sup>th</sup>) anniversary date of the execution of this Promissory Note by BORROWER unless an acceleration event occurs. If an acceleration event occurs Mortgagor reserves the right to demand immediate payment of the entire debt, in full and without notice, upon any default as set forth by the Mortgage Agreement. Default includes, but is not limited to, the refinancing of a superior mortgage, the sale, transfer of title, lease or other disposition of the Property. Thirty (30) days prior to the Maturity Date LENDER shall offer refinancing of the loan, to BORROWER, pursuant to the same terms and conditions, so long as BORROWER, at no time ever, defaulted on any term or condition as set forth in the mortgage.

I will make my payments at: Hollywood City Hall, Suite 203, 2600 Hollywood, Florida 33022-9045.

The following fees are payable at closing and are included as part of the Loan Proceeds: **RECORDING FEE** of \$        , **INTANGIBLE TAX** of **\$0.00**, and **DOCUMENTARY STAMPS** of \$        . The debt evidenced by this Promissory Note and Mortgage shall be repaid in full at the maturity date or upon Default as set forth in the Mortgage.

The undersigned reserve(s) the right to prepay at any time all or any part of this Note without the payment of penalties or premiums. All payments on this Note shall be applied to the principal due on the Note

**IN THE EVENT** the undersigned shall fail to pay the principal amount of this Note when due this Note becomes due and payable, at the option of the City, without notice to the undersigned. Failure of the City to exercise such option shall not constitute a waiver of such default. No default shall exist by reason of nonpayment of any required installment of principal so long as the amount of the optional prepayments already made pursuant hereto equals or exceeds the amount of the required installments. If this Note is reduced to a Final Judgment such Judgment shall bear the lawful interest rate pertaining to liquidated demands. If suit is instituted by the Lender to recover on this Note, the undersigned agree(s) to pay all costs of such collection including reasonable attorney's fees, appellate and/or bankruptcy attorney's fees and court costs. Upon default by the undersigned of any of the provisions of this Promissory Note, the Mortgage securing the Note or any other obligation encumbering the subject property, terms and condition, the Lender may accelerate the balance due and owing by undersigned and may avail itself of any and all remedies provided in the mortgage, including but not limited to acceptance of monthly payments on the accelerated balance in an amount to be determined by the City, and undersigned recognize that the City's claim for the accelerated balance is a secured, priority claim for the entire sum then due and owing.

**THIS NOTE** is secured by a Mortgage, duly filed for record in the Public Records of Broward County, State of Florida.

**DEMAND**, protest and notice of demand and protest are hereby waived and the undersigned hereby waives, to the extent authorized by law, any and all homestead and other exemption rights, and/or rights to a jury trial which otherwise would apply to the debt evidenced by this Note.

**IN WITNESS WHEREOF**, this Note has been duly executed by the undersigned, as of its date.

WITNESS:

BORROWER

BY: \_\_\_\_\_

\_\_\_\_\_

BY: \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
who is/are personally known to me or who has/have produced \_\_\_\_\_ as identification.

\_\_\_\_\_ (sign)

\_\_\_\_\_ (print)

Notary Public, State of Florida At Large

(SEAL)

Commission No: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBIT "F"**

**INVOICE COVER AND DETAIL FORM**

**CITY OF HOLLYWOOD, FLORIDA  
STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM**

For period of: \_\_\_\_\_

CIL: \_\_\_\_\_

Project Address: \_\_\_\_\_

Projects/Activities relating to this invoice:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Agreement Term: \_\_\_\_\_

Amount of Invoice Request: \_\_\_\_\_

**Certification:** I certify that to the best of my knowledge and belief the data reported on this form and all supporting documents is correct, and that all projects and activities were conducted in accordance with the Agreement, and that this payment request is due and has not previously been requested.

CIL's Signature:

Date:

By \_\_\_\_\_

CITY Housing Inspector's Signature

Date:

By \_\_\_\_\_

Invoice/Performance is ( ) is not ( ) satisfactory.

**EXHIBIT "G"**  
**NOTICE TO PROCEED**

AUTHORIZATION  
No. \_\_\_\_\_

Homeowner(s):  
Home Address:  
Center for Independent Living of Broward CITY, Inc. (CIL)  
Project Title: **Special Needs/Barrier Free Program**  
Project Site:

This Notice to Proceed Authorization is between CITY, CIL, the Subcontractor and the Homeowner as required pursuant to the SHIP Funding Agreement executed by CITY and CIL on \_\_\_\_\_.

The Notice to Proceed authorization provides for repair/renovation services consistent with SHIP Funding Agreement referenced above, and as specifically described in the Work Specification (Scope of Work) attached hereto as Attachment "A."

Total Budget	Administrative Fee	Total Amount to be Recorded	Purchase Order Number	Division Name
				Department of Community & Economic Development

**CITY**

Recommended By: \_\_\_\_\_

CITY, through its Contract Administrator  
By: \_\_\_\_\_

SHIP Administrator \_\_\_\_\_ Date \_\_\_\_\_

Director \_\_\_\_\_ Date \_\_\_\_\_

Approved  
By: \_\_\_\_\_

Homeowner \_\_\_\_\_ Date \_\_\_\_\_

Homeowner \_\_\_\_\_ Date \_\_\_\_\_

**CENTER FOR INDEPENDENT LIVING INC.**

By: \_\_\_\_\_

Witness \_\_\_\_\_ Date \_\_\_\_\_

Executive Director \_\_\_\_\_ Date \_\_\_\_\_

Witness \_\_\_\_\_ Date \_\_\_\_\_

**SUBCONTRACTOR**

By: \_\_\_\_\_

Witness \_\_\_\_\_ Date \_\_\_\_\_

Witness \_\_\_\_\_ Date \_\_\_\_\_

President/Vice President \_\_\_\_\_ Date \_\_\_\_\_