

# CITY OF HOLLYWOOD

## COMMERCIAL PROPERTY IMPROVEMENT PROGRAM GRANT (CPIP) AGREEMENT – (PILOT PROGRAM EXPANSION) CBDG

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Hollywood a municipal corporation of the State of Florida (hereinafter “CITY”) and \_\_\_\_\_ hereinafter “Recipient”).

### RECITALS

WHEREAS, the CITY is desirous of encouraging activities which contribute to the enhancement of redevelopment activities in Hollywood, Florida; and

WHEREAS, the program is designed to improve blighted public or private owned commercial or industrial buildings within the designated Census Tract Block Groups outlined in the program; and

WHEREAS, in 2017, the City Commission approved and adopted the COMMERCIAL PROPERTY IMPROVEMENT PILOT PROGRAM (“CPIP”) to leverage private investment for general exterior property improvements to structures and/or to eliminate slum and blighting influences within the designated areas; and

WHEREAS, in 2019, the City Commission approved and adopted the expansion of the COMMERCIAL PROPERTY IMPROVEMENT PILOT PROGRAM (“CPIP”) to included Hollywood Boulevard, Johnson Street, US 441, Dixie Highway, and Federal Highway to leverage private investment for general exterior property improvements to structures and/or to eliminate slum and blighting influences within the designated areas; and

WHEREAS, the COMMERCIAL PROPERTY IMPROVEMENT PILOT PROGRAM is funded with Community Development Block Grant Funds (CDBG) from the United States Dept. of Housing and Urban Development (“HUD”) ; and

WHEREAS, those commercial property improvements approved pursuant to this agreement must adhere to the requirements of 24 CFR Chapter 570; and WHEREAS, pursuant to the COMMERCIAL PROPERTY

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IMPROVEMENT PILOT PROGRAM, **[enter name here]**, as a duly authorized representative of Recipient, has applied for a commercial property improvement grant pursuant to the program to assist it in making comprehensive exterior property improvements to the property located at **[enter location here]**; and

WHEREAS, after reviewing the application submitted by Recipient and notifying the City Commission, City Manager/Assistant City Manager has found and determined that it would be beneficial for the redevelopment efforts of the CITY, to support Recipient's improvement project using **CDBG funds** upon the terms and conditions hereinafter described; and

WHEREAS, on **[Date]** the City Manager/Assistant City Manager approved said grant to **[Enter Owner Here]**;

NOW, THEREFORE, for the mutual considerations described herein and other good and valuable consideration, the parties agree as follows:

### **I) CITY Obligations and Responsibilities:**

- (A) Upon Recipient completing the comprehensive exterior improvements acceptable to the City's Department of Development Services and after construction is completed and upon receipt of all documentation relating to the projects improvement costs, the CITY shall reimburse Recipient for one-half of the construction cost up to a maximum grant of **[\$enter \$ here]**. In the event that Recipient fails to complete the comprehensive exterior improvements by the completion date, CITY shall not be liable for reimbursement for any construction costs unless the City Manager or his/her designee agrees in writing.
- (B) The CITY shall not be liable for payments for services beyond the scope of the authorized improvements, nor shall the CITY be liable for improvements which are made after the comprehensive exterior property improvement project is completed or after the CITY has authorized reimbursement to the Recipient. Any CDBG grant funding is contingent upon the availability of funding from HUD.
- (C) The CITY shall not be a party to nor is it liable for any contractual payments to any contractors, architects or other third parties. Payments to any contractors, architects or other parties are the sole responsibility of the Recipient.

### **II) Recipient Obligations and Responsibilities:**

- (A) Recipient agrees to accept the grant funds in an amount not to exceed **[\$enter \$ here]**. Such grant funds shall be done on a reimbursement basis and shall only be for one-half of the construction cost up to a maximum grant amount of **[\$enter \$ here]**; and
- (B) Recipient acknowledges and agrees that the funds are to be used solely for property improvements approved by the CITY on the property located at: **[Enter address here]**

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- (C) Recipient acknowledges that it is the owner of the subject property, and as such it is authorized to contract for exterior property improvements; and
- (D) Recipient shall submit a final design sketch of the exterior property improvements along with a contractor's bid for the improvements (which are attached hereto as **Exhibit "A"** and are incorporated herein by reference") to the City of Hollywood's Department of Planning and Development Services for review by applicable boards and/or City staff. All general exterior property improvements shall be consistent with all applicable City of Hollywood codes and design regulations; and
- (E) Recipient agrees that all exterior property improvements as set forth in **Exhibit "A"** shall be completed by **(the completion date)** and no grant fund reimbursement payments shall be made prior to completion; and
- (F) Recipient shall comply with all applicable federal, state, county and municipal laws, ordinances, codes and regulations; and
- (G) Recipient acknowledges and agrees that any contract resulting from this solicitation requires compliance with the Davis Bacon Act and adherence to the current U.S. Department of Labor Wage Decision. Attention is called to the fact that not less than the minimum salaries and wages as set forth in the Current Wage Decision must be paid on this project. The Wage Decision, including modifications, must be posted by the Contractor on the job site. Federal Labor Standards Provisions shall be included and made a part of any contract resulting from this solicitation. Recipient shall provide its Contractor and subcontractors with a copy of this agreement and ensure that they abide by this Agreement.
- (H) Recipient acknowledges and agrees that any solicitation package or subsequent contract includes at a minimum; Construction Scope of Services, Current Wage Rate Decision, the following Davis-Bacon Clause: "Any contract resulting from this solicitation requires compliance with the Davis Bacon Act and adherence to the current U.S. Department of Labor Wage Decision. Attention is called to the fact that not less than the minimum salaries and wages as set forth in the Wage Decision (included herein) must be paid on this project. The Wage Decision, including modifications, must be posted by the Contractor on the job site. Federal Labor Standards Provisions shall be included and made a part of any contract resulting from this solicitation." Recipient shall ensure that its Contractor and subcontractors abide by this provision.
- (I) Recipient acknowledges and agrees to the requirements of the following Section 3 Clause: "*A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles*

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*subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135. E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected by before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135. F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).” Recipient shall ensure that its Contractor and subcontractors abide by this provision.*

- (J) Recipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices to maintain adequate internal controls which, relating to façade improvements, sufficiently and properly reflect all expenditures of funds provided by the CITY under this Agreement; and
- (K) Recipient shall make all books pertaining to the business and exterior property improvements project available to the CITY for inspection, review or audit purposes at all reasonable times upon demand the term of this Agreement and for five (5) years thereafter; and
- (L) The Recipient shall submit to the CITY not more than sixty (60) days after the comprehensive exterior property improvement project is completed, all supporting documentation, including but not limited to paid receipts, two (2) 8” x 10” photographs of the completed exterior property improvements and documentation relating to the construction costs expended for the exterior property improvements project on the subject property; and
- (M) The Recipient’s contractor(s) shall carry worker’s compensation insurance to cover all workers involved in the project. Recipient shall maintain, at its own expense, General Liability Insurance covering the subject property and the resultant uses thereof in the amount of \$1,000,000.00 and will maintain property damage coverage for a minimum of \$100,000.00 the premium of which shall be paid prior to execution of this Agreement. Said insurance shall name the CITY as an additional insured; and shall provide that the CITY will receive notice of any cancellation or change in coverage. Recipient shall furnish CITY with the Certificates of Insurance. Any lapse of this coverage during this period of the Agreement shall be grounds for termination of the Agreement by the CITY.
- (N) The Recipient acknowledges and agrees that Contractor has been formally informed that construction work must begin within 30 calendar days from the date of Building Permit issuance and shall be carried on at a rate to ensure its full completion no later than one year from the date of the Building Permit

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issuance. The rate of progress and the time of completion are essential conditions of the Funding Agreement.

- (O) The Recipient acknowledges and agrees that neither Contractor, nor any representative acting on behalf of Contractor as submitted to the City through the Commercial Property Improvement Program Scope of Work, is debarred or suspended by the Executive Branch of the Federal government for procurement and non-procurement programs, and that neither Contractor, nor any representative acting on behalf of Contractor, is published as ineligible on the System for Award Management (SAM).

(III) Representations

As a material consideration in granting the funds which are the subject of this agreement, the CITY has relied upon the following representatives of the Recipient:

1. Recipient, or any of its officers, directors, or employees has not been convicted of any felony or crime involving dishonesty, fraud, misrepresentation or moral turpitude.
2. To the best knowledge of the Recipient, there is no action, investigation or proceeding pending against the Recipient or any of its officers, directors or employees involving dishonesty, fraud, misrepresentation, moral turpitude or like matters, nor is there any factual basis which is likely to give rise to such an action, investigation or proceeding.
3. The Recipient is a duly authorized representative of the business and is authorized to execute this Agreement.
4. The Recipient shall comply with all applicable laws and procedures in connection with the expenditure of funds including but not limited to obtaining all necessary permits and licenses.

(IV) Term of Agreement

This Agreement shall commence upon execution and shall expire in five (5) years. In the event that the Recipient fails to commence the project within thirty (30) days from the date of execution of this Agreement, CITY reserves the right to terminate this Agreement upon twenty-four (24) hours' notice to Recipient.

(V) Designated Representatives

The names and addresses of the Designated Representatives of the parties in connection with this Agreement are as follows:

AS TO AGENCY: City Manager/Assistant City Manager  
2600 Hollywood Blvd.  
Hollywood, FL 33020

WITH A COPY TO: City Attorney  
2600 Hollywood Boulevard, Room 407  
Hollywood, FL 33020

AS TO RECIPIENT: [Enter Recipient Here]

**WITH A COPY TO:**                    N/A

- (A) Recipient acknowledges that the CITY is not affiliated with or responsible for Recipient's activities hereunder or otherwise. Further, Recipient hereby indemnifies and holds harmless the CITY for any actions, suits, or proceedings arising out of the subject matter of this Agreement. Such obligation to indemnify and hold harmless shall continue notwithstanding any negligence or comparative negligence on the part of the CITY, its officers, officials, agents or employees, relating to such loss or damage and shall include all costs, expenses and liabilities incurred by the CITY in connection with any such claim, suit, action proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof.
- (B) Recipient agrees that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of partners or joint ventures between the CITY and the Recipient as an agent, representative or employee of the CITY for any purpose or in any manner whatsoever, and that it shall not represent to any third parties that such is the case.
- (C) Recipient may not assign any rights under this Agreement without the prior written consent of the CITY, which may be withheld in its sole discretion.
- (D) The name and address of the official payee to whom payments hereunder will be made is: [NAME]
- (E) This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be heard in Broward County, Florida. No remedy herein conferred upon any part is intended to be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any part of any right, power or remedy hereunder shall preclude any other of further exercise thereof.
- (F) This Agreement may only be amended or modified by an instrument in writing signed by both parties.
- (G) The Recipient acknowledges and agrees that the CITY may in its sole discretion discontinue this program at any time. At all other times, either party can cancel this agreement by thirty-(30) days written notice to the other. In the event that Recipient cancels this Agreement, the CITY shall not be liable to any contractor (s) or subcontractor (s) with relation to any work performed pursuant to the contract between Recipient and the Contractor(s) or subcontractor(s).
- (H) Recipient agrees that if the Recipient sells the property, changes the use of the business or goes out of business prior to receiving the grant funds or anytime within five years of receiving grant funds, all or a portion of the funds will be reimbursed to the CITY. If it is determined that reimbursement is based on a portion of the funds, Recipient shall reimburse the CITY in the following manner: 80% if the property is sold, the business use is changed or the business goes out of business within one year of the final disbursement; If said conditions occur within two years of the final disbursement, Recipient shall reimburse 60% of the funds; if said conditions occur within three years, then Recipient shall reimburse 40%, and if within four years, then Recipient shall reimburse 20% of the funds disbursed. Reimbursement requirements shall not be applicable to exterior-only improvement projects.
- (I) Recipient shall be required to provide sufficient security for grants awarded by the CITY. Such security shall be approved by the City Manager/Assistant City Manager and City Attorney to

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sufficiently cover the repayment provision and may include a mortgage, personal guarantee, security agreement and/or any other acceptable form of security. Security requirements shall not be applicable to exterior-only improvement projects. Nothing in this paragraph shall be construed to prohibit the CITY from awarding a grant without security, if it is determined that such grant is in the best interest of the City.

- (J) Recipient acknowledges and agrees to “Uniform Requirements” as described at 24 CFR Section 570.502; and
- (K) Recipient acknowledges and agrees that any real property improved in whole or in part with funds provided by this agreement shall be used to meet the national objectives in 24 CFR Section 570.208 until five years after the expiration of this agreement.

**COMMERCIAL PROPERTY IMPROVEMENT PROGRAM (CPIP) GRANT AGREEMENT**

IN WITNESS WHEREOF, the parties have made and executed this Agreement in the date first written above, as follows:

ATTEST:

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

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

\_\_\_\_\_  
Wazir A. Ishmael, City Manager

Approved as to Form and Legal Sufficiency for  
The Use and Reliance of the City of Hollywood,  
Florida, only.

\_\_\_\_\_  
Douglas R. Gonzales, City Attorney

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AS TO RECIPIENT

PROPERTY OWNER

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

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

Dated this \_\_\_\_ day of \_\_\_\_\_

STATE OF FLORIDA )  
                                  ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_, (type of authority) for \_\_\_\_\_ (name of party on behalf of whom instrument was executed), who is personally known to me or who produced identification (\_\_\_\_\_ type of identification produced).

\_\_\_\_\_  
Notary Public  
State of Florida at Large  
My commission expires: \_\_\_\_\_