

**AGREEMENT BETWEEN REBUILDING TOGETHER BROWARD COUNTY, INC.
AND CITY OF HOLLYWOOD TO ADMINISTER THE RESIDENTIAL PROPERTY
IMPROVEMENT PROGRAM (“RPIP”), PROVIDING MINOR EXTERIOR HOME
IMPROVEMENTS, SAFETY UPGRADES, AND BEAUTIFICATION**

This Agreement ("Agreement") is made and entered this _____ day of _____, 2024, by and between Rebuilding Together Broward County, Inc., a Florida Not for Profit Corporation authorized to do business in Florida (the “Contractor”), and City of Hollywood, a municipal corporation of the State of Florida ("City").

RECITALS

WHEREAS, on October 3, 2018, an Interlocal Agreement (“ILA”), pursuant to Resolution No. R-2018-324, was executed among Broward County, the City, and the Hollywood Community Redevelopment Agency regarding funding for affordable housing; and

WHEREAS, On January 17, 2024, the Hollywood City Commission passed and adopted Resolution No. R-2024-010 approving and adopting replacement of the city's current Housing Program Policies with Community Development Program Policies, which included an Owner-Occupied Housing Rehabilitation Program that would be supported by ILA funds; and

WHEREAS, on September 18, 2024, the City Commission passed and adopted Resolution No. R-2024-_____ which authorized the appropriate City officials to execute this agreement in order for Contractor to administer the Residential Property Improvement Program (“RPIP”) to conduct minor exterior home improvements, safety upgrades, and beautification improvements within eligible geographic areas on behalf of the City as part of an Owner-Occupied Housing Rehabilitation Program.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1 Low Moderate-Income Area (“LMI”) means low- and moderate-income areas as defined by the Interlocal Agreement among Broward County, the City and the Hollywood Community Redevelopment Agency regarding funding for affordable housing.

1.2 Project means the administration of the “RPIP” in geographically specific areas on behalf of City.

1.3 Project Funds means the City's funds administered by Contractor on behalf of City in accordance with this Agreement, as set forth in the attached Exhibit “B”.

ARTICLE 2. SCOPE OF SERVICES

2.1 Contractor shall administer the City’s geographically specific “RPIP” pursuant to the specifications outlined in the attached Exhibit “A” entitled Project Description.

2.2 Contractor shall meet with City staff at reasonable times and with reasonable notice to discuss the Project.

2.3 Contractor shall provide City with quarterly progress reports, in substantially the form set forth in the attached Exhibit "C" entitled Quarterly Report/Invoice. The Parties must cooperate in the preparation of any and all reports required under this Agreement.

ARTICLE 3. FUNDING

3.1 The maximum amount of funds for the Project shall not exceed \$390,000.000 as more specifically set forth in Exhibit "B". Contractor shall receive a project delivery fee in the amount of 10% of construction costs which include hard and soft costs and shall be deducted from the total Project Funds.

3.2 Contractor shall submit invoices to City, in substantially the form set forth in Exhibit "C" in order to be reimbursed for "Direct Client Service Expenditures" and "Project Delivery" as defined in Exhibit "B". City shall remit payment to Contractor within 30 days after receiving an invoice.

3.3 Contractor shall ensure that the conditional grant terms, including affordability restrictions as set forth in Exhibit "A" and Exhibit "D" are enforced by requiring each eligible grant recipient receiving assistance to execute security instruments in favor of City which shall be recorded in the Public Records of Broward County, Florida, with a copy provided to City.

ARTICLE 4. INDEMNIFICATION

Contractor shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from and against all claims, damages, losses, liabilities and expenses direct, indirect or consequential, arising out of or alleged to have arisen out of or in consequence of the performance of this Agreement. Contractor shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnification including, but not limited to reasonable attorney's fees, paralegal expenses, and court and arbitration costs. This indemnification shall survive the termination of this Agreement. Contractor shall defend all actions in the name of CITY when applicable, however, CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under this indemnification agreement. Nothing contained herein is intended nor shall be construed to waive CITY'S rights and immunities under the common law or Section 768.28, Florida Statutes.

ARTICLE 5. INSURANCE

Contractor shall maintain, at its sole expense, during the term of this agreement the following insurances:

A. Commercial General Liability Insurance

With not less than the following limits:

Products-Comp/Op Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

Fire Damage	\$ 100,000
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The City shall be named as an Additional Insured.

Coverage shall include contractual liability assumed under this agreement, products and completed operations, personal injury, broad form property damage, and premises-operations.

B. Commercial Automobile Liability

With not less than the following limits:

Combined Single Limit	\$1,000,000
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Coverage shall include contractual liability assumed under this agreement, owned, hired and non-owned vehicles.

The City shall be named as an Additional Insured.

C. Worker's Compensation Insurance

Limits of Liability: Statutory-State of Florida

Covering the contractor and the contractor's employees with not less than the following limits:

Employers' liability: 500,000/500,000/500,000 for coverage

D. Professional Liability Insurance

The minimum limits of liability shall be \$1,000,000 each claim / \$2,000,000 Aggregate.

If coverage is provided on a claims made basis, an extended reporting period of (5) years will be required.

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

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of 30 days prior notification is given to the CITY by the insurer.

The Contractor shall not assign, transfer or sub-contract any work either in whole or in part, without prior written approval of the City of Hollywood. If approval is granted by the City of Hollywood for any work to be assigned, transferred or sub-contracted, then the newly assigned, transferred or sub-contracted vendor will be required to carry the same amount of insurance coverage as required above.

ARTICLE 6. TERM OF AGREEMENT

6.1. The term of this Agreement shall begin on the date it is fully executed by the Parties and shall end on the later of: (a) two years after the date of the fully executed Agreement by the Parties; or (b) the date the Project Funds are fully disbursed, unless terminated earlier or extended pursuant to the terms of this Agreement. Either party may submit a written request for an extension to the term of this Agreement to the other party no less than 90 days prior to the expiration date. If the Parties mutually agree to an extension of the term of this Agreement, the Parties shall enter into an amendment as provided in Section 10.11.

6.2 Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 7. TERMINATION

7.1 . This Agreement may be terminated by the City with or without cause upon ten days prior written notice to the Contractor. City shall be liable for reimbursement, in accordance with Article 3 and Exhibit "B" of this Agreement for any Direct Client Service Expenditures made by Contractor, and for any Project Delivery Fees due in connection with such Direct Client Service Expenditures, prior to the expiration or earlier termination of this Agreement. Upon receipt of notification of termination by the City, Contractor shall cease any and all work related to said services and project.

ARTICLE 8. 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.

ARTICLE 9. E-VERIFY

E-VERIFY Proposer acknowledges that the City may be utilizing the Contractor's services for a project that is funded in whole or in part by State funds pursuant to a contract between the City and a State agency. The Contractor shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E [1] Verify system to verify the employment of all new employees hired by the Contractor during the Agreement term. The Contractor is also responsible for e-verifying its subcontractors, if any, pursuant to any agreement between the City and a State Agency, and reporting to the City any required information. The Contractor acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under this Agreement.

ARTICLE 10. CONFLICT OF INTEREST

Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the Project(s) has any personal financial interest, direct or indirect, in the Project during their tenure or for one year thereafter which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflicting interest shall be employed or subcontracted. Any possible conflicting interest on the part of Contractor or its employees shall be disclosed in writing to the Department.

ARTICLE 11. NOTICES

In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous e-mail is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section. All documentation or payments required to be provided under this Agreement shall also be made at the address provided in this section.

For Contractor:

Robin Martin, Executive Director
Rebuilding Together Broward County, Inc.
4836 NE 12th Avenue
Oakland Park, Florida
E-mail address: robin@rebuildingtogetherbroward.org

For City:

Ryon Coote, Manager
Community Development Division
City of Hollywood
2600 Hollywood Blvd. (Old Library)
Hollywood, Florida 33022-90545
E-mail Address: rcoote@hollywoodfl.org

Copy to:

Douglas R. Gonzalez, City Attorney
City of Hollywood
2600 Hollywood Boulevard, Room 407
Hollywood, Florida 33022-9045
E-mail address: dgonzales@hollywoodfl.org

ARTICLE 12. MISCELLANEOUS

12.1 Public Records. Contractor acknowledges that Chapter 119, Florida Statutes entitled "Public Records Law" is applicable to this Agreement. Further, the provisions of Section 119.0701, Florida Statutes, are also applicable and Contractor acknowledges its obligations to comply with said requirements with regard to public records and shall:

- a) Keep and maintain public records required by CITY to perform the services required under this Agreement;
- b) Upon request from the City's custodian of public records or his/her designee, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following the completion of this Agreement if Contractor does not transfer the records to the CITY ; and
- d) Upon completion of this Agreement, Contractor shall transfer, at no cost, to the CITY, all public records in possession of CONSULTANT or keep or maintain public records required by the CITY to perform the service. If the CONSULTANT transfers all public records to the CITY upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon the request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT: CITY CLERK'S OFFICE, 2600 HOLLYWOOD BOULEVARD, HOLLYWOOD, FLORIDA 33020 OR AT (954) 921-3211, PCERNY@HOLLYWOODFL.ORG.

12.2 Independent Contractor. Contractor is an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In administering the Project Funds under this Agreement, neither County nor its agents shall act as officers, employees, or agents of City. County shall not have the right to bind City to any obligation not expressly undertaken by City under this Agreement.

12.3 Third-Party Beneficiaries. Neither City nor Contractor 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.

12.4 Representation of Authority. Each party represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of such party, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that such party has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to such party. Each party further represents and warrants that execution of this Agreement is within such party's legal powers, and each individual executing this Agreement on behalf of such party is duly authorized by all necessary and appropriate action to do so on behalf of such party and does so with full legal authority.

12.5 Compliance with Laws. In performing its duties, responsibilities, and obligations under this Agreement, County and City must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

12.6 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

12.7 Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either party.

12.8 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect 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. Any reference to "days" means calendar days, unless otherwise expressly stated.

12.9 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect.

12.10 Law. 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 exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CITY AND CONTRACTOR HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

12.11 Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of Contractor and City.

12.12 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

12.13 Incorporation by Reference. Any and all recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached exhibits are incorporated into and made a part of this Agreement.

12.14 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, or an 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 nonperformance 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 nonperformance 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.

12.15 Use of City Logo. Contractor shall not use City's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of City.

12.16 Designated Representative. City's designated representative under this Agreement is Ryon Coote, Community Development Division Manager.

12.17 Contractor's designated representative under this Agreement is Robin Martin, Executive Director, Rebuilding Together Broward County, Inc.. The primary responsibilities of Contractor's designated representative are to coordinate and communicate with City's designated representative to manage and supervise execution and completion of the Project and the terms and conditions of this Agreement as set forth herein.

12.18 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

12.19 Assignment. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by either party without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: CITY OF HOLLYWOOD, Florida through its CITY COMMISSION, signing by and through its Mayor, authorized to execute same by Commission action on the _____ day of _____, 2024 and Rebuilding Together Broward County, Inc., signing by and through its _____ duly authorized to execute same.

ATTEST:

PATRICIA A. CERNY, MMC
CITY CLERK

CITY OF HOLLYWOOD, a municipal
corporation of the State of Florida

By: _____
JOSH LEVY, MAYOR

Date: _____

APPROVED AS TO FORM

APPROVED BY:

DOUGLAS R. GONZALES,
CITY ATTORNEY

STEPHANIE TINSLEY,
DIRECTOR
FINANCIAL SERVICES
DEPARTMENT

CONTRACTOR

Rebuilding Together Broward County, Inc.

By: _____
Signature

Print Name: _____

Title: _____

Date: _____

LIST OF AGREEMENT ATTACHMENTS AND EXHIBITS

Exhibit A	Scope of Services/ Project Description
Exhibit B-1	Costs/Budget for Project and Conditions Precedent to City's Disbursements
Exhibit B-2	Disbursement Request Form
Exhibit C	Direct Benefit Report
Exhibit D	Timetable/Schedule for Project(s)
Exhibit E	Evaluation and Monitoring
Exhibit F	Owner-Occupied Housing Rehabilitation Program Policy (Excerpt)
Exhibit G	Required Documents (<i>Project Proposal, Self-Certification, Guaranty, Deed Restriction, Neighborhood Pride Program Owner-Occupied Housing Rehabilitation Program Agreement</i>)
Exhibit H	Eligible Geographic Areas

EXHIBIT A
SCOPE OF SERVICES/ PROJECT DESCRIPTION

The Project will assist qualified Hollywood residents with a deferred-payment, Conditional Grant to be applied toward the cost of exterior only repairs for specific housing within the eligible geographic-specific areas located in City. The maximum amount assistance per eligible homeowner is \$5,000.00.

“Geographic Specific Areas” (calculated on a block group basis) within the City in which more than half (>50%) of the residents have an annual median income (AMI), adjusted for family size, that is eighty percent (80%) or less of the AMI for Broward County, Florida, as published by the Florida Housing Finance Corporation. In addition, any census tract(s) where 16% or more of the population falls under the federal poverty rate shall be included.

The boundaries of these areas are located in Exhibit “E” and are subject to change, depending on any updated U.S. Census data.

The Project uses the “RPIP” funding to pay for labor, materials, and other related delivery costs incurred to improve the exterior appearance of a single-family housing unit within the “Geographic Specific Areas”. These improvements must relate to the minor exterior home improvements, safety upgrades, and beautification listed below as part of the project:

- Pressure Washing (roof, driveways, walkways, home exterior, etc.)
- Exterior paint
- Fascia replacement
- Security Lighting (wireless)
- Landscaping (native plants, mulch, trimming and clean-up, etc.)
- Debris removal
- Minor exterior repairs that do not require a building permit

Contractor shall administer, operate and monitor the program, including but not limited to the following tasks:

- Assist the City in the marketing of the Project availability to eligible homeowners.
- Coordinate responses to inquiries from City's residents about the Project and funding activities.
- Recruit volunteers as feasible, necessary, and/or practical to ensure the success of the Project and to extend available funding.
- Prepare and update, as needed, a calendar of events and important dates for the Project such as eligibility window, application due dates, and audit dates
- Establish and maintain a file system, administrative and bookkeeping requirements, and coordinate purchasing and check requests for audit compliance.

- Manage and supervise day-to-day operation of the Project, monitor Project activities and prepare monthly progress reports.
- Prepare appropriate documents, including but not limited to applications, compliance check lists and certifications, as required.
- Attend appropriate meetings and handle phone calls with applicants, property owners, lenders, and City staff, as reasonably requested.
- Provide before and after pictures of each project included in the “RPIP”.
- Ensure that the funds are expended in a timely manner.

Required income and security instruments documentation requirements and process:

- Conduct income certifications (self-certifications, as attached in Exhibit), including one form of back-up documentation to support the self-certification (most recent tax returns, paystubs, social security award letter, etc.).
- Create work write-ups and cost estimates (Project Proposal) sufficient to ensure the homeowner is aware of the work being conducted on the home and to solicit private contractors or volunteers where necessary to conduct work.
- Calculate the Documentary Stamps (.35%) and Recording Fees (See Broward County Recording Office for fees:
<https://www.broward.org/RecordsTaxesTreasury/TaxesFees/Pages/FeeSchedule.aspx> to include in the administrative costs. *It is currently \$10 for the first page and \$8.50 for additional pages. The Guaranty is one document (2 pages) and the Deed Restriction is a separate document (3 pages). The total amount of recording fees currently are \$45.40 for both the Guaranty and the Deed Restriction).*
- Complete, obtain signatures, and notarize (if applicable) the city-approved template documents to include the Guaranty, Deed Restriction, and the Neighborhood Pride Program Owner-Occupied Housing Rehabilitation Program Agreement.
- Submit the Guaranty and Deed Restriction to the Broward County Recording Office for recording. Once the documents are recorded, forward them to the City.
- Submit the signed Neighborhood Pride Program Owner-Occupied Housing Rehabilitation Program Agreement to the City to obtain the required signatures.

Provide the City with an electronic file for each project.

Property Eligibility

1. Owner-occupied, detached, single family homes, townhomes, and condominiums are eligible properties types. Mobile homes, multiple dwelling units, co-operatives and properties utilized or advertised as short-term rentals or vacation rentals are not eligible.
2. The property in need of repair must be located within the LMI Areas defined in the ILA.
3. Eligible properties shall have been granted Homestead Exemption from the Broward County Property Appraisers Office, or the owner shall have applied for exemption.
4. The property shall conform to the City of Hollywood’s Zoning and Land Development Regulations regarding the use and density permitted.
5. If the property does not meet the Standards for Owner-Occupied Rehabilitation, the proposed improvements shall bring the property into compliance with the

standards, either through the use of CCF funds, or a combination of CCF funds and other resources.

6. The maximum amount of financial assistance for eligible repair items shall not exceed \$5,000.00, including administrative fees, per unit.

Eligible Homeowners

1. Applicant(s) shall meet the applicable income eligibility requirements of a maximum household income level of at or below 120% of AMI, adjusted for family size.
2. Applicant(s) shall participate in the execution of required documents and the submission of all documents necessary to establish eligibility and participate in the program.
3. Applicant(s) shall not be anticipating nor involved in any bankruptcy or foreclosure action during any stage of the process.
4. Applicant(s) shall be a United States Citizen or legal resident, shall own and occupy the property, and shall comply with all program terms and conditions.
5. Applicant(s) shall be current on all secured mortgage(s), and property taxes at the time of application.

Financial Terms

1. Financial assistance will be provided in the form of a Conditional Grant requiring the beneficiary to maintain the home as an affordable unit for a period of not less than 10 years. The 10-year Affordability Period shall be secured by City provided security instruments.
2. The amount of the City Lien due at the end of the Affordability Period, or at such time the beneficiary seeks satisfaction of the City Lien, shall reflect an annual reduction of 1/10th of the City's total investment.
3. If the home is sold, rented, ceases to be the primary residence of the beneficiary, or is transferred or conveyed by any other means during the Affordability Period, the City Lien shall be immediately due and payable, with the amount due reflecting an annual reduction of 1/10th of the City's total investment beginning on the date the conditional grant was issued and ending on the date the status of the property changed.
4. Homeowners shall maintain the property in accordance with all applicable codes and regulations in order to prevent waste, impairment or deterioration. Failure on the owner's part shall be considered a default under the City's Lien, and the City may recapture its investment using the appropriate legal remedies.

EXHIBIT B-1
COSTS/BUDGET FOR PROJECT

Project Activity	Budget
Direct Client Service Expenditures	\$351,000.00
Project Delivery Cost	\$ 39,000.00
Total	\$390,000.00

The maximum amount of Project Funds to be administered under the Agreement is \$390,000.00 comprised of:

- a. Direct Housing Rehabilitation Costs: \$351,000.00 in Project funds are allocated for Owner-Occupied Housing Rehabilitation to finance the hard cost of exterior only repairs.
- b. Project Delivery Cost: A total amount not to exceed \$39,000.00 in Project Funds will be paid to Contractor for staff hours contributed to income certification, work write-up and cost estimate preparation, Recording Fees and Documentary Stamps, not to exceed 10% of the total cost per home completed.

CONDITIONS PRECEDENT TO CITY'S DISBURSEMENTS

I. METHOD OF PAYMENT

A. Reimbursement

Unless otherwise stated, all Agreement funds will be released on a reimbursement basis. The Disbursement Request forms (**Exhibit B-2**) may be submitted no more often than quarterly and Recipient may not request disbursement until such time as there is a need for reimbursement of eligible costs. No disbursement shall be made until the operating expenses are incurred and reimbursement requests have been approved by the CITY. The time-period for the CITY to process the disbursement request from submission of the request to availability of a check is **approximately 30 business days.**

The CITY's obligation to fund the disbursements to Recipient for the Services shall be limited to expenses incurred by Recipient **on or after October 1, 2024.**

B. Required Documentation

Disbursement requests must be accompanied by Required documentation and includes:

- Self-Certification form with back up documentation (*most recent tax returns, paystubs, Social Security Award letter, etc.*)
- Written Bid or Project Proposal with Cost Estimate for the Project with itemized costs and to include a 10% administrative fee (10% of the project costs).

- Cost Breakdown Summary
- Personal Guaranty (Recorded)
- Deed Restriction (Recorded)
- Neighborhood Pride Program Owner-Occupied Housing Rehabilitation Program Agreement

(Attach before and after photos, required back-up documentation, and proof of progress)

The amount of disbursement requested will be paid as may be deemed appropriate by the CITY at the CITY's sole discretion.

Recipient's failure to provide the CITY with the above required documentation to receive payment under this Agreement shall result in a denial of Recipient's disbursement request.

All reimbursement requests will be reviewed by staff for accuracy, completeness, and compliance with program guidelines. **SUBRECIPIENT** may be contacted with questions or for requests for additional documentation needed.

II. ADDITIONAL PROVISIONS

A. Requests for Disbursement

For each request for a disbursement, Recipient shall submit to the CITY a completed written disbursement request (each, a "Disbursement Request") on a copy of the Disbursement Request Form (**Exhibit B-2**). Recipient shall attach to each Disbursement Request written bids or cost estimates for each project. documents required by CITY evidencing that the costs and expenses were actually incurred and paid for by Recipient and were expended on an authorized project. Required documentation includes:

- Self-Certification form with back up documentation *(most recent tax returns, paystubs, Social Security Award letter, etc.)*
- Personal Guaranty
- Deed Restriction
- Neighborhood Pride Program Owner-Occupied Housing Rehabilitation Program Agreement

(Attach before and after photos, required back-up documentation, and proof of progress)

B. Conditions to Disbursements

General Conditions. The CITY shall have no obligation to make any disbursement, (a) unless the CITY is satisfied, in its sole and absolute discretion, that each and every condition precedent to the making of such disbursement has been satisfied, or (b) if an event of default or an event which, with the giving of notice or the passage of time, or both, would constitute an event of default, has occurred or is continuing.

EXHIBIT B-2
DISBURSEMENT REQUEST FORM

Name: _____
Address: _____
Tax ID #: _____

Request # _____

Date Submitted: _____ 20____
Budget Total: _____

Status of Outstanding Work

Activity	Count
Income Certifications in Process – <i>Number of clients in the Income Certification Process</i>	
Ineligible – <i>Number of clients who were deemed ineligible due to their income.</i>	
Income Certifications Complete – <i>Number of clients who have completed the income certification process.</i>	
Homes out for contractor solicitation – <i>Number of homes where work write-ups and cost estimates are underway.</i>	
Homes under construction – <i>Number of homes under construction.</i>	

Progress of Projects -

Number of Homes Completed	Project Goal	Percentage of Completion
	78	

SAMPLE Request for Payment Totals

Client Name	Address	Direct Client Service Expenditures (Including hard and soft costs)	Project Delivery Cost	Total Payment
Sample Client 1	1234 Hollywood Blvd, Hollywood, FL 33020	\$4,500.00	\$500.00 (includes staff time, recording fees, and doc. stamps)	\$5,000.00
Sample Client 2	4321 Hollywood Blvd., Hollywood, FL 33020	\$3,150.00	\$350.00 (includes staff time, recording fees, and doc stamps)	\$3,500.00

COMMENTS: _____

Attachments to this form are:

1. Required Documentation as described in Exhibit B-1 (B)
2. Exhibit C Direct Benefit Report
3. Any additional documentation requested by the CITY

I certify that the data reported above is correct and the amount requested does not exceed current needs.

Signed: _____

Print Name: _____

Title: _____

EXHIBIT C
DIRECT BENEFIT REPORT

RECIPIENT:_____ **DATE SUBMITTED:**_____

PROJECT NAME:_____ **REPORT PERIOD:**_____

Please complete this form on a quarterly basis for the unduplicated number of persons/households assisted. Use this information below to determine the income level of the persons being reported.

**LOW AND MODERATE INCOME
INCOME LIMITS**
EFFECTIVE APRIL 1, 2024 (Changes Annually)

2024 Income Limit by Number of Persons in Household (Effective April 1, 2024)									
Percentage Category	1	2	3	4	5	6	7	8	Refer to CD
30%	22,200	25,400	28,550	31,700	36,580	41,960	47,340	52,720	
50%	36,950	42,200	47,500	52,800	57,000	61,250	65,500	69,700	
80%	59,150	67,550	76,050	84,450	91,200	98,000	104,750	111,500	
120%	88,680	101,280	114,000	126,720	136,800	147,000	157,200	167,280	
140%	103,460	118,160	133,000	147,840	159,600	171,500	183,400	195,160	

Counts by Household or Persons? (H/P) _____

REPORT PERIOD (Dates)	CURRENT QUARTER		YEAR-TO-DATE
Extremely Low Income (30% of MFI)			
Low Income (50% of MFI)			
Moderate Income (80% of MFI)			
Non-Low Moderate (above 80% of MFI)			
Total Low and Moderate Income			
Percent Low and Moderate Income		#HISPANIC	

White			
Black/African American			
Asian			
American Indian/Alaskan Native			
Native Hawaiian/Other Pacific Islander			
American Indian/Alaskan Native & White			
Asian & White			
Black/African American & White			
American Indian/Alaskan Native & Black/African American			
Other Multi-Racial			
Female Head of Household (LMH Only)			
Total Racial/Ethnic Group			

EXHIBIT D
TIMETABLE/SCHEDULE FOR PROJECT(S)

October 1, 2024- December 31, 2024	Identify and Qualify Households (<i>Check for Homestead Exemption and legal ownership</i>), Organize Projects, Initiate Program
January 1, 2025 – March 31, 2025	Goal: Complete 8 projects
April 1, 2025- June 30, 2025	Goal: Complete 10 projects
July 1, 2025- September 30, 2025	Goal: Complete 10 projects
October 1, 2025- December 31, 2025	Goal: Complete 12 projects
January 1, 2026- March 31, 2026	Goal: Complete 12 projects
April 1, 2026- June 30, 2026	Goal: Complete 13 projects
July 1, 2026- September 30, 2026	Goal: Complete 13 projects

EXHIBIT E
Evaluation and Monitoring

The Department will carry out periodic monitoring and evaluation activities based upon the Risk Analysis performed by the Department.

This agency is considered a Low-Risk Applicant.

The Low-Risk Applicant Monitoring Schedule – Quarterly desk reviews at each request for reimbursement and one on-site monitoring per year prior to third quarter reimbursement.

EXHIBIT F
OWNER-OCCUPIED HOUSING REHABILITATION PROGRAM POLICY
(EXCERPT)

Introduction

An objective of the ILA is to offer financial assistance to low- and moderate-income households in order to improve housing affordability and enhance the livability and appearance of housing within LMI Areas. The Owner-Occupied Housing Rehabilitation Program provides funding to be used for exterior only housing rehabilitation improvements. Funding may be used to pay for labor, materials, and other related delivery costs incurred to improve the exterior appearance of a single-family housing unit within the LMI Area defined in the ILA.

Standards

The standards for housing rehabilitation are as follows:

- Florida Building Code, as amended from time to time.
- Hollywood Code of Ordinances and Hollywood Zoning & Land Development Regulations, as amended from time to time.
- City of Hollywood Housing Rehabilitation Specifications.
- City of Hollywood Landscape Manual.
- The City of Hollywood has created a Green Team Advisory Committee to make recommendations to the City Commission to develop target environmental goals and implementation plans. Based upon certain recommendations from the Committee, the City Commission passed and adopted mandatory Green Building Practices for new construction and major renovations. Any and all new construction and major renovations funded under the Programs set forth in these policies, shall comply with the requirements set forth in any applicable rules, regulations or ordinances relating to these Green Building Practices.

Contractor Selection

Projects shall be conducted using an approved pool of General and Residential Contractors selected through a competitive bidding process and/or contractors operating in partnership with an administrator or developer selected by the City. The City or its administrator or developer shall review and approve work write-ups (i.e., plans and specifications), prepare cost estimates and cause the work to be performed in accordance with the requirements of the program.

Source of Funding

Funding for the Owner-Occupied Housing Rehabilitation Program is provided by "County Contribution Funds" (CCF) derived from the Interlocal Agreement Among Broward County, the City of Hollywood, and the City of Hollywood Community Redevelopment Agency Regarding Funding for Affordable Housing.

EXHIBIT G
REQUIRED DOCUMENTS

Project Proposal "SAMPLE"

Date: _____

To: Ryon Coote, Community Development Division Manager or
Donna Biederman, Community Development Project Manager
City of Hollywood, Community Dev. Division 2600
Hollywood Blvd- Old Library Building
Hollywood, FL 33022-9045

RE: Residential Property Improvement Program "RPIP"

Homeowner: _____

Address: _____

Phone: _____

Email: _____

Description	Total
Project Costs:	
• Paint Exterior of residence (S-14)	\$3,000.00
• Pressure wash driveways, paved driveways and sidewalks (S-24)	\$1,000.00
• Minor Landscaping	\$500.00
Project Delivery Costs:	
Documentary Stamps	\$17.50
Recording Fees	\$45.50
Project Delivery Costs:	
Administration (<i>staff hours contributed to income certification, work write-up and cost estimate preparation</i>)	\$437.00
Total Project Cost	\$5,000.00

Signed and approved by:

Robin Martin, Executive Director

Self-Certification Form

SELF CERTIFICATION OF ANNUAL INCOME BY BENEFICIARY

Printed on:

Effective Date:

INSTRUCTIONS: This is a written statement from the beneficiary documenting the definition used to determine “Annual (Gross) Income”, the number of beneficiary members in the family or household (as applicable based on the activity), and the relevant characteristics of each member for the purposes of income determination. To complete this statement, select the definition of income used, fill in the blank fields below, and check only the boxes that apply to each member. Adult beneficiary members must then sign this statement to certify that the information is complete and accurate, and that source documentation will be provided upon request.

Definition of Income

<input type="radio"/> HUD 24 CFR Part 5	<input type="radio"/> IRS Form 1040	<input type="radio"/> American Community Survey
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Beneficiary Information

Last Name:	Beneficiary ID (if applicable):
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Member Information

First Names:	Member IDs (if applicable):	HH	CH	DIS	62+	S≥18	<18	<15
	1							
	2							
	3							
	4							
	5							
	6							

HH = Head of Household; CH = Co-Head of Household; DIS = Person with disabilities; 62+ = Person 62 years of age or older; S≥18 = Fulltime student age 18 or over; <18 = Child under the age of 18 years; <15 = Minor under the age of 15 years

Contact Information

Address Line 1:	City:	
Address Line 2:	State:	Zip Code:

Income Information

Annual gross income (total of all members) = \$ _____

Certification

I/we certify that this information is complete and accurate. I/we agree to provide, upon request, documentation on all income sources to the HUD Grantee/Program Administrator.

COMPLETE SIGNATURES ON SECOND PAGE

Beneficiary ID: _____

HEAD OF HOUSEHOLD

Signature	Printed Name	Date
------------------	---------------------	-------------

OTHER BENEFICIARY ADULTS*

Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date

* Attach another copy of this page if additional signature lines are required.

WARNING: The information provided on this form is subject to verification by the City of Hollywood and Broward County at any time, and Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony and assistance can be terminated for knowingly and willingly making a false or fraudulent statement to a department of the United States Government.

GUARANTY

THIS GUARANTY is made as of _____, 20____, by _____, (referred to as the “GUARANTOR”, in favor of the CITY OF HOLLYWOOD, (referred to as “CITY”).

RECITALS

WHEREAS, CITY and GUARANTOR entered into a Owner-Occupied Housing Rehabilitation Agreement dated _____ wherein the CITY will provide grant funds to GUARANTOR to assist in the rehabilitation of a property located on that certain lot, piece or parcel of land situate in the City of Hollywood, Broward County, Florida bounded and described as follows:

WHEREAS, pursuant to the Owner-Occupied Housing Rehabilitation Agreement, GUARANTOR are required to provide sufficient security for the grant funds awarded which will sufficiently cover the repayment provision and such security may include a personal guarantee.

WHEREAS, GUARANTOR, has agreed to deliver to the CITY this Guaranty; and

NOW THEREFORE, as an inducement for the execution and delivery of the Owner-Occupied Housing Rehabilitation Agreement and in further consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration paid by the CITY to the undersigned, the receipt and sufficiency of which are acknowledged, the undersigned, GUARANTOR hereby agree as follows:

1. That the foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and are incorporated in this Guaranty.
2. GUARANTOR guarantees to the CITY that in the event that GUARANTOR defaults under the Owner-Occupied Housing Rehabilitation Agreement, GUARANTOR shall and will forthwith pay to the CITY _____ Dollars and 00/100 (\$ _____) (the “Guaranty Amount”), which guarantees the Grant Funding provisions set forth in the Owner-Occupied Housing Rehabilitation Agreement.
3. This Guaranty shall be terminated at such time as the Grant Funding provisions set forth in the Owner-Occupied Housing Rehabilitation Agreement are no longer applicable. Upon the Grant Funding provisions no longer being effective, this Guaranty shall be released and be of no further force and effect and GUARANTOR shall have no further obligations.
4. Except as provided herein or in the Owner-Occupied Housing Rehabilitation Agreement, all of the CITY’S rights and remedies under the Owner-Occupied Housing Rehabilitation Agreement or under this Guaranty are intended to be obligations.

GUARANTY

Pg. 2

5. Except as provided herein or in the Owner-Occupied Housing Rehabilitation Agreement, all of CITY'S rights and remedies under the Owner-Occupied Housing Rehabilitation Agreement or under this Guaranty are intended to be distinct, separate and cumulative and no such right or remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others.

6. The validity, interpretation, enforcement, and effect of this Guaranty shall be governed by and construed according to the laws of the State of Florida.

DATED:

_____, Guarantor

_____, Guarantor

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 202____, by _____, who is personally known to me or who has produced _____ as identification.

Notary Public

Deed Restriction

Prepared By:
City Attorneys Office
2600 Hollywood, Blvd., Room 407
Hollywood, Fl. 33020

OWNER-OCCUPIED HOUSING REHABILITATION **(AFFORDABLE HOUSING ILA)** **DECLARATION OF COVENANTS,** **CONDITIONS AND RESTRICTIONS**

THE UNDERSIGNED, (the "Owner") hereby declares that the property (the "Property") legally described as:

Legal Description:

Folio Number:

shall be improved, occupied, owned, conveyed, encumbered, leased and used subject to the covenants, conditions and restrictions (the "CCR'S") described below.

WHEREAS, the Owner is the fee simple owner of the Property and freely, knowingly and voluntarily enters into this Declaration of Covenants, Conditions and Restrictions (this "Declaration");

WHEREAS, the CCR'S are imposed upon the Property as condition of the sale;

NOW, THEREFORE, for and in consideration of the Owner-Occupied Housing Rehabilitation Lien and the Owner's execution and recording of this Declaration, together with other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, it is hereby declared as follows:

1. Operative Provisions—Covenant Restrictions. The Owner shall utilize the Property as their principal residence for a period of 10 years (Affordability Period) from the date of imposition of Owner-Occupied Housing Rehabilitation Lien. Upon satisfaction of the Owner-Occupied Housing Rehabilitation Lien, the Owner may request release of this Declaration of Restrictive Covenants by the City
2. Effect of Declaration. This Declaration shall be enforceable by the City as a municipal corporation organized and existing under the Constitution of the State of Florida. This Declaration shall be binding upon the Owner from the date of execution of this

Declaration and shall bind the Owner, and all assigns, heirs, devisees, executors, administrators, personal representatives, and other successors in interest of the Owner to the Property however title thereto shall be acquired.

3. Recapture Requirements. Should the Property cease to be the principal residence of the Owner, the entire amount of financial assistance provided by the City and allocated to the Property shall immediately come due and must be repaid to the City, and thereupon the balance of the affordability restrictions shall be released. If transfer of ownership occurs other than through sale, such as inheritance, and the new owner qualifies for financial assistance from the City under the policies then in place, the new owner may apply to assume the City Lien and may occupy the home as their principal residence for the remainder of the Affordability Period.
4. CCR'S as a Legal Servitude. This Declaration is impressed and imposed upon the Property and is to run with the land in favor of the City.
5. Other Remedies for Breach. Any breach, as determined by the City, of this Declaration shall justify and allow the City to apply to any Court of competent jurisdiction for an injunction or other proper relief. In addition, the City may take any other affirmative action toward alleviating the breach, including submission to the jurisdiction of the City's Code Enforcement Special Magistrate, at the sole expense of the Owner, and all assignees, heirs, devisees, personal representatives and other successors in interest of the Declarants, regardless of how that interest was acquired.
6. No Waiver of Breach. In the event of any breach of the CCR'S, any omission or failure on the part of the City to exercise any rights, powers or remedies provided herein shall not be construed as a waiver thereof or acquiescence therein.
7. Revisions. The CCR'S may be terminated or amended only with the prior written approval of the City.
8. Recording Fee. The City may record this Declaration in the Public Records of Broward County, Florida at the expense of the Owner.
9. Severability. If any provision of this Declaration shall be held or deemed to be, or shall, in fact, be, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because of conflict with any other provision hereof or any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not affect the remaining provisions of this Declaration of any part thereof.

IN WITNESS WHEREOF, the Owner has executed this Declaration this _____ day of _____, 20____.

WITNESSES:

Sign: _____

Owner,

Print:

Sign: _____

Owner,

Print:

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this _____ day of _____, 202____, by _____, who is personally known to me or who has produced _____ as identification.

Notary Public

Print:

Commission No.

Personally Known ☐ OR Produced Identification ☒

Type of Identification Produced

**NEIGHBORHOOD PRIDE PROGRAM
OWNER-OCCUPIED HOUSING REHABILITATION PROGRAM AGREEMENT**

Date: _____

Applicant(s): _____

Property Address: _____

This Agreement is entered into this _____ day of _____, 20____ by and between the City of Hollywood (hereinafter called City) and _____ (hereinafter called "Homeowner")

WITNESSETH:

WHEREAS, the City has received NEIGHBORHOOD PRIDE PROGRAM funds appropriated as a result of the Interlocal Agreement Among Broward County, the City of Hollywood, and the City of Hollywood Community Redevelopment Agency, to be expended in accordance with the Policies Governing Programs Supported by the Interlocal Agreement for Affordable Housing, Work Skills Development, and Infrastructure as amended from time to time..

WHEREAS, the City has agreed to use the NEIGHBORHOOD PRIDE PROGRAM funds to finance Owner-Occupied Housing Rehabilitation Program and meet the requirements of the Policies Governing Programs Supported by the Interlocal Agreement for Affordable Housing, Work Skills Development, and Infrastructure as amended from time to time.

1. AFFORDABILITY

The property must remain affordable in accordance with the City's guidelines for a term of no less than ten years. The property will be considered affordable unless one of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.); (2) the borrower no longer occupies the unit as their principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

2. CONDITIONAL GRANT FUNDING

The City will provide financial assistance in an amount of _____ Dollars and 00/Cents (\$ _____), Financial assistance will be provided in the form of a Conditional Grant requiring the beneficiary to maintain the home as an affordable unit for a period of not less than ten years. The ten year Affordability Period shall be secured by a City Lien, Personal Guarantee or other acceptable form of security instrument(s). In addition, a Declaration of Restrictive Covenants shall be recorded against the property. The Conditional Grant will be provided only in a dollar amount required to keep housing expenses affordable; and to meet lender underwriting standards, closing costs and down payment expenses. The amount of the City Lien or other security interest due at the end of the Affordability Period, or at such time the beneficiary seeks satisfaction of the City Lien, shall reflect an annual reduction of 1/10th of the City's total investment. If the home is sold, rented, ceases to be the primary residence of the beneficiary, or is transferred or conveyed by any other means during the Affordability Period, the City Lien or other security interest shall be immediately due and payable, with the amount due reflecting an annual reduction of 1/10th of the City's total investment beginning on the date the Conditional Grant was issued and ending on the date the status of the property changed.

3. PROJECT REQUIREMENTS

The City and the Homeowner agree to comply with the project requirements as set forth in the Policies Governing Programs Supported by the Interlocal Agreement for Affordable Housing, Work Skills Development, and Infrastructure as amended from time to time, and as follows:

(a) The Homeowner(s) certifies that the property will be his/her/their principal residence and that at the time of application and approval the borrower's annual household gross income does not exceed 120 percent of the median income for the area, with adjustments for family size as published by the Florida Housing Finance Corporation annually.

(b) The property is located within the City limits of the City of Hollywood.

(c) The borrower(s) must maintain the property, including payment of property taxes and homeowners' insurance during the Affordability Period.

(d) The borrower(s) shall maintain the property in accordance with all applicable codes and regulations in order to prevent waste, impairment or deterioration. Failure on the borrower's part shall be considered a default under the City's Lien, and the City may recapture its investment using the appropriate legal remedies.

4. ENFORCEMENT OF THE AGREEMENT

Failure of the Homeowner to abide by the terms and conditions of this Agreement and the Owner-Occupied Housing Rehabilitation Program Policies Governing this Program will be considered an immediate default and the City has the right to pursue and all legal and equitable actions to recover its funding interest.

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 which otherwise would apply to the debt evidenced by the security instrument.

5. 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.

6. DURATION OF THE AGREEMENT

This Agreement will be in full force and effect for a term which shall run until the first to occur of the following events: (1) borrower sells, transfers or disposes of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.); (2) the borrower no longer occupies the unit as their principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

7. OTHER PROVISIONS

Nothing contained in this Agreement or any act of the City or the Homeowner(s) shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the City.

George R. Keller, Jr. CPPT., City Manager

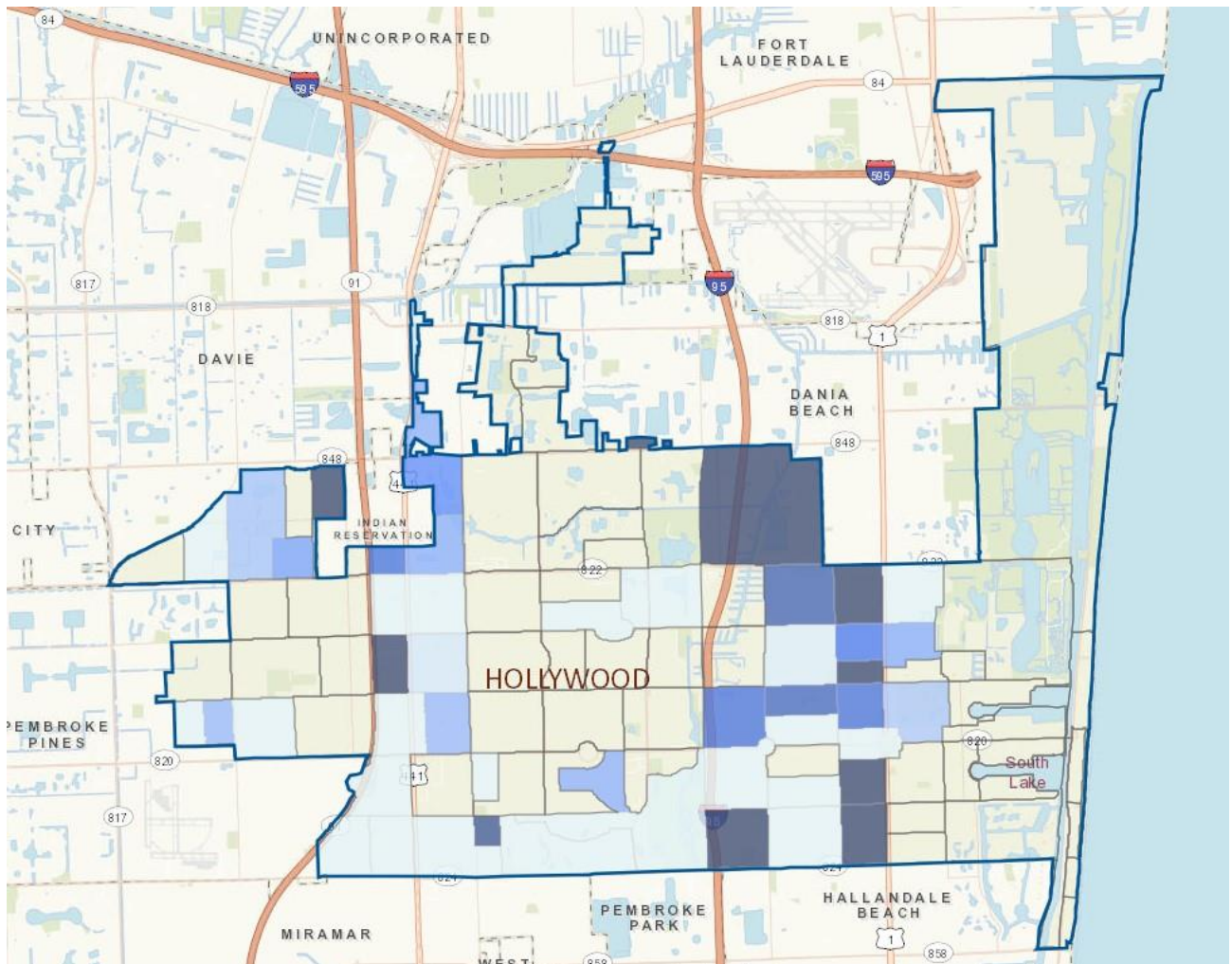
Date: _____

Approved By: _____
Stephanie Tinsley, Financial Services Director
Financial Services Department

Approved As To Form:

Douglas R. Gonzales, City Attorney

Exhibit H Eligible Geographic Areas



Map available on City of Hollywood website:

<https://maps.hollywoodfl.org/portal/apps/webappviewer/index.html?id=69933babcf234f78ab4ee1717424df36>