

CITY OF HOLLYWOOD

CITYWIDE PROPERTY IMPROVEMENT PROGRAM (CPIP) GRANT AGREEMENT

GENERAL CAPITAL OUTLAY FUND (GCOF)

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 (“CITY”) and the **(OWNER/TENANT)** of the property located at _____ whose Federal I.D. No. is _____ (“Recipient”).

RECITALS

WHEREAS, the CITY is committed to fostering activities that contribute to the revitalization and enhancement of redevelopment efforts in Hollywood, Florida; and

WHEREAS, the Citywide Property Improvement Program (“Program”) is designed to improve blighted publicly or privately owned commercial or industrial buildings citywide, excluding the Beach and Downtown Districts; and

WHEREAS, in 2005, the Community Redevelopment Agency (“CRA”) Board established the Property Improvement Program (“PIP”) to leverage private investment for exterior and interior property improvements and to eliminate slum and blighting influences within the Hollywood Beach and Downtown Districts of the CRA; and

WHEREAS, in 2011, the CRA Board approved amendments to the PIP and, pursuant to Resolution No. R-CRA-2011-64, authorized the CRA Executive Director to approve PIP grants below \$25,000 in accordance with PIP requirements; and

WHEREAS, on December 6, 2017, the City Commission adopted Resolution No. R-2017-377 establishing a pilot Commercial Property Improvement Program (“CPIP”) to enhance corridor aesthetics, expand the tax base, and stimulate private investment; and

WHEREAS, on June 19, 2019, the City Commission adopted Resolution No. R-2019-168 expanding the CPIP to include 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, on July 3, 2019, the CRA Board adopted Resolution No. R-CRA-2019-35 creating the Mural Only Program (“MOP”) to support targeted visual improvements and reduce blight; and

WHEREAS, on September 14, 2021, the City Commission adopted Resolution No. R-2021-227 expanding CPIP to include privately owned commercial and industrial properties Citywide, outside of the CRA Beach and Downtown Districts; and

WHEREAS, on April 2, 2025, the City Commission adopted Resolution No. R-2025-091 further expanding CPIP by establishing tiered participation levels, including Paint or Landscape-Only, Paint and/or Landscape, and Comprehensive Property Improvements; and

WHEREAS, on May 6, 2026, the City Commission and CRA Board, respectively, approved and adopted the consolidation and expansion of all property improvement grant programs into a unified Citywide Program, establishing updated participation tiers, implementing program modifications to streamline administration, and authorizing the City Manager, or their designee, to execute all agreements within applicable spending authority to implement the Program; and

WHEREAS, a portion of the CPIP is funded with **General Capital Outlay Fund** dollars from the CITY; and

WHEREAS, pursuant to the CPIP, **[ENTER NAME HERE]**, as a duly authorized representative of Recipient, has applied for a **[ENTER CPIP PARTICIPATION LEVEL HERE]** Program grant pursuant to the Program to assist it in making exterior property improvements to the property located at **[ENTER PROPERTY LOCATION HERE]**; and

WHEREAS, after reviewing the application submitted by Recipient and notifying the City Manager, or their designee, CITY staff has found and determined that it would be beneficial for the redevelopment efforts of the CITY, to support Recipient’s improvement project using **General Capital Outlay funds** upon the terms and conditions hereinafter described; and

WHEREAS, on **[DATE]** the City Manager and/or designee approved said grant to **[ENTER RECIPIENT 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 **[ENTER CPIP PARTICIPATION LEVEL HERE]** acceptable to the City's Department of Development Services and after construction is completed and upon receipt of all documentation relating to the project's improvement costs, the CITY shall reimburse Recipient up to 40% of the construction, not to exceed a maximum grant of **[\$[ENTER \$ HERE]**. If the Recipient fails to complete the **[ENTER CPIP PARTICIPATION LEVEL HERE]** at the property located at **[ENTER PROPERTY LOCATION HERE]** by the completion date, the CITY shall not be liable for reimbursement for any construction, or related costs, unless the City Manager or 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 funding from the General Capital Outlay Fund is contingent upon the availability of funding from the CITY.
- (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.
- (D) The CITY may terminate the Agreement at any time, with or without cause, and without prior notice to the Recipient. In the event of termination, the CITY shall not be liable for any damages, losses, costs, or expenses incurred by the recipient, or associated parties, as a result of such termination. Recipient acknowledges that funding under this Program is appropriated on an annual basis and is subject to the availability of funds; accordingly, funding is not guaranteed from year to year.

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 provided on a reimbursement basis and shall only be for 40% of the construction, up to a maximum grant amount of **[\$[HERE \$ HERE]**.
- (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 PROPERTY LOCATION HERE]**.
- (C) Recipient acknowledges that it is the **[INDICATE PROPERTY OR BUSINESS OWNER]** and, as the authorized representative of the Owner, **[ENTER OWNER NAME HERE IF APPLICABLE]**, has the legal authority to enter into agreements for exterior property improvements.

- (D) Recipient shall submit a final design sketch of the exterior property improvements along with a contractor's bid for the improvements, and all other required documentation (which are referenced in the Citywide Property Improvement Program Policy and are incorporated herein by reference) to the City of Hollywood Office of Communications, Marketing & Economic Development for review by applicable committees and/or City staff. All general exterior property improvements shall be consistent with all applicable City of Hollywood codes and design regulations.
- (E) Recipient agrees that all exterior property improvements as set forth in **Appendix "A" "Bid Summary Form"** shall be completed by **[ENTER COMPLETION DATE]** and no grant fund reimbursement payments shall be made prior to completion.
- (F) Recipient shall comply with all applicable federal, state, county and municipal laws, ordinances, codes and regulations.
- (G) 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.
- (H) 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 during the term of this Agreement and for five (5) years thereafter.
- (I) The Recipient, upon completion of all agreed and approved exterior property improvements, shall submit to the CITY all supporting documentation, including but not limited to: receipts and summary of expenditures, contractor invoices and proof of payment, release of funds, City of Hollywood permit, City of Hollywood, Inspection Reference Log, City of Hollywood Certificate of Completion, recorded Notice of Commencement, recorded Termination of Notice of Commencement, two (2) high-resolution digital photographs of the completed exterior property improvements, and records of the construction costs incurred for the exterior property improvements project on the subject property, documentation (which are referenced in the Citywide Property Improvement Program Policy and are incorporated herein by reference), within **[ENTER NUMBER OF MONTHS]** months of execution of the Agreement.
- (J) 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 Certificate Holder; and shall ensure 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.
- (K) The Recipient acknowledges and agrees that the Contractor has been formally informed that construction work must begin promptly from the date of Building Permit issuance and shall be carried out at a rate to ensure its full completion no later **[ENTER NUMBER OF MONTHS FOR COMPLETION]** of the Building Permit issuance. The rate of progress and the time of completion are essential conditions of the Funding Agreement.

- (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 party 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 party 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 at its sole discretion discontinue this Program at any time, including the right to cancel the Program and any pending or approved applications, and to withhold funding for any reason. At all other times, either party can cancel this agreement by thirty-(30) days written notice to the other. If 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 shall be required to provide sufficient security for grants awarded by the CITY. Such security shall be approved by the City Manager or designee and City Attorney to sufficiently cover the repayment provision and may include a 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.

Citywide Property Improvement Program (CPIP)

Required Documents for Funding Agreement

- Formal application form
- Summary of contractor(s), improvement(s) and cost(s)
- Legal description and/or survey of property and proof of commercial property ownership (e.g. deed, title search, etc.)
- Final quote(s) from qualified contractor(s) (labor and material for entire project, site plan with elevations showing proposed improvements and drawn to scale, construction plan with materials, schedule and dimensions, landscape and irrigation plan and Signage specifications, if applicable) and approval of final quote(s) from the City of Hollywood Building Division
- Proof of Commercial General Liability or General Liability insurance – City of Hollywood named as a Certificate Holder and Additional Insured
- Letter of intent from property and/or business owner
- Certificate of Use and Local Business Tax Receipt from the City of Hollywood (if applicable)
- Proof of sufficient funds to complete the project
- Any other documentation needed to provide a clear understanding of the project or requested by the Office of Communications, Marketing and Economic Development

Citywide Property Improvement Program (CPIP)

Reimbursement Instructions

General Capital Outlay Fund (GF)

Funds provided through CPIP Funding Agreements shall be made available after the Recipient has successfully completed the exterior improvements. The Recipient shall provide verification satisfactory to the City of all project costs. Owner shall submit to the City, prior to the agreed completion date, all supporting documentation, including but not limited to:

- Summary and Receipts of expenditures
- Contractor invoices and proof of payment i.e. copies of canceled checks
- Release of funds
- City of Hollywood permit
- City of Hollywood Inspection Reference Log
- City of Hollywood Certificate of Completion
- All other reimbursable payment receipts associated with the project
- Recorded Notice of Commencement – Broward County (if applicable)
- Recorded Termination of Notice of Commencement – Broward County (Final Payment Affidavit and Release of Lien) (if applicable)
- Two (2) digital photographs of the completed exterior property improvements
- Proof of satisfaction and resolution of all violations relating to the property
- W-9

Any deviation from these requirements shall result in a reduction or forfeiture of the City's ability to reimburse costs associated with the Funding Agreement.

APPENDIX "A"

**City of Hollywood
Citywide Property Improvement Program (CPIP)
Bid Summary Form**

Business or Condo Name: NAME

Property Address: ADDRESS

PIP

WORK DISCIPLINE: SCOPE

Contractor .001 NAME	\$0.00		SELECTED
Contractor .002 NAME	\$0.00		
Contractor .003 NAME	\$0.00		

WORK DISCIPLINE: SCOPE

Contractor .001 NAME	\$0.00		SELECTED
Contractor .002 NAME	\$0.00		
Contractor .003 NAME	\$0.00		

WORK DISCIPLINE: SCOPE

Contractor .001 NAME	\$0.00		SELECTED
Contractor .002 NAME	\$0.00		
Contractor .003 NAME	\$0.00		

<u>TOTAL PROJECT COST</u>	\$0.00	<i>\$0.00</i>
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<u>TOTAL INCENTIVE AMOUNT</u>	\$0.00
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