

**THE CITY OF HOLLYWOOD  
AND  
[REDACTED]  
FOR THE  
SMALL BUSINESS RELIEF PROGRAM (COVID-19)**

This Agreement ("Agreement") is made and entered by and between the City of Hollywood, a political subdivision of the State of Florida ("City"), and [REDACTED], a Florida Profit Corporation ("Grantee") (collectively referred to as the "Parties").

**RECITALS**

WHEREAS, pursuant to the authority provided under the Coronavirus Aid, Relief and Economic Security ("CARES") Act, the United States Department of Housing and Urban Development ("HUD") has allocated a supplemental Community Development Block Grant (CDBG-CV) made available under the CARES Act. The Small Business Relief Program ("The Program") has been designed following guidance issued by HUD in its "Notice of Program Rules, Waivers, and Alternative Requirements under the CARES Act for CDBG-CV Program Coronavirus Response Grants, Fiscal Year 2019 and 2020 CDBG, and for other Formula Program." [Docket No. FR-6218-N-01]; and

WHEREAS, the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund established under the American Rescue Plan Act ("ARPA") provides state, local, and Tribal governments the flexibility to determine how best to use the Fiscal Recovery Funds to meet the needs of their communities and populations; and

WHEREAS, the funding, along with its recipients and subrecipients, will be subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 C.F.R. Part 200. The citation for enabling legislation to utilize the ARPA funding for business assistance is "Pub. L No. 117-2," specifically the Coronavirus State and Local Recovery Funds provision of the ARPA; and

WHEREAS, City, in accordance with its Consolidated Plan, Annual Action Plan, and Small Business Rental Assistance Grant Program Policies and Procedures, desires to provide CDBG-CV and ARPA funds to businesses who are suffering financially as a result of the COVID-19 pandemic; and

WHEREAS, the Grantee has submitted to City an application for a grant for the reimbursement of expenses related to maintaining operations in response to a detrimental financial impact experienced due to the COVID-19 pandemic; and

WHEREAS, City has determined that The Program meets the conditions of the federal regulations governing the CDBG Program as well as the conditions set forth in the City's 2021 Small Business Relief Program description and desires to assist the Grantee; and

WHEREAS, the Parties wish to enter into this Agreement to memorialize the Grantee's award under the following terms, conditions, and modifications noted herein.

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 **Assurances.** Those guaranties made by Grantee to City as specifically set forth in this Agreement.
- 1.2 **Commission** means the City Commissioners of Hollywood, Florida.
- 1.3 **HUD** means the Secretary of the U.S. Department of Housing and Urban Development or a person authorized to act on its behalf.
- 1.4 **CDBG-CV** means a supplemental appropriation of Community Development Block Grant (CDBG-CV) funding made available under Coronavirus Aid, Relief and Economic Security ("CARES") Act.
- 1.5 **Contract Administrator** means the Director of CMED or such other person designated by same in writing.
- 1.6 **Subcontractor.** A firm, partnership, corporation, independent contractor (including 1099 individuals), or combination thereof providing services under the direction of the Grantees. The term "Subcontractor" shall include all subconsultants.
- 1.7 **Full-Time Equivalents (FTEs)** means an employee who works at least 40 hours a week.

## ARTICLE 2. EXHIBITS

The following exhibits are attached hereto and incorporated into this Agreement:

<b>Exhibit A</b>	<b>Scope of Services, Eligible Activities, and National Objective</b>
<b>Exhibit B</b>	<b>Credit Memo</b>
<b>Exhibit C</b>	<b>Initial Employee Payroll Report</b>
<b>Exhibit D</b>	<b>Final Employee Payroll Report</b>
<b>Exhibit E</b>	<b>Invoice Cover Sheet for Program Participants</b>
<b>Exhibit F</b>	<b>Minimum Insurance Requirements</b>

## ARTICLE 3. TERM AND TIME OF PERFORMANCE

- 3.1 **Term.** The term of this Agreement shall begin on the date it is fully executed by the Parties ("Effective Date") and all the rights and duties designated hereunder are contingent upon the timely release of funds for The Program under the Grant Agreement between HUD and City. The effective date of expenditures incurred shall be **January 1, 2021**, and remain in full force and effect through **June 30, 2021**. Only expenditures incurred during the program period will be considered for reimbursement. Invoices will not be honored pre-date/post-date the effective dates above. The effective date for job retention shall be the date of this agreement, and remain in full force and effect for three months. The Grantee must provide City with proof of at least one FTE job retained during this period. For purposes of this Agreement, the person who retains the jobs will be

considered income qualified if the salary paid for this FTE job does not exceed \$49,300 annually, the income limit for a single person household. For jobs that pay more than the income limit for a single person household, and if the job retained is held by a low-moderate income person, the Grantee must provide income information for the employee's household. The annual household income must be less than the 80 percent income limit for the Fort Lauderdale, FL HUD Metro Fair Market Rents (FMR) Area. The Grantee must complete an **Initial Employee Payroll Report (Exhibit "C")** provided by the City for their employees as of the date of this Agreement. At the end of the three months, the Grantee must submit a **Final Employee Payroll Report (Exhibit "D")** for their employees that illustrates three months of payroll.

3.2 Grant Amount. City agrees to grant on a reimbursement basis to the Grantee the amount of [REDACTED] (the "Grant") of CDBG-CV and/or ARPA funds for payment of eligible costs associated with the Program, as outlined in the **Scope of Services, (Exhibit "A")**. In no event shall the total disbursement exceed the maximum and total authorized Grant amount.

3.3 Disbursement of Grant Funds. Grant funds shall be reimbursed to the Grantee for all costs permitted by Federal and City guidelines. In no event shall the City provide advance funding to the Grantee hereunder. The disbursement will be in two equal amounts of the awarded funds. The initial disbursement will occur when all required documentation is received and approved by staff at the time of the grant commitment. The final disbursement will occur in three months, after all required documentation is received and approved by staff. The Grantee shall submit to the City a maximum of two invoices; one invoice after the grant commitment and one final invoice after completion of job retention for a minimum of ninety (90) days from the date of the grant agreement requesting disbursement in accordance with the grant commitment. Requests for disbursement of Grant funds shall be submitted via email to economicdevelopment@hollywoodfl.org and accompanied by an **Invoice Cover Sheet (Exhibit "E")** attached hereto and made a part hereof and supporting documentation for each eligible cost to be uploaded as a required document via email at economicdevelopment@hollywoodfl.org. Invoices received from the Grantee pursuant to this Agreement shall be in a form acceptable to City and reviewed and subject to approval by City to verify that the funds have been expended in conformity with the Agreement. As part of the review process, City reserves the right to request reasonable documentation as determined by City, which shall be provided by Grantee as a prior condition of disbursement. Upon grant approval, City will process for payment the approved amount. Invoices will normally be paid within thirty (30) days following City's final approval.

3.4 Extensions. City shall have the option to renew this Agreement for one (1) additional one (1) year term ("Extension Term") by sending Grantee notice of renewal at least thirty (30) days prior to the expiration of the then-current term. The City Manager or his designee is authorized to exercise this renewal option.

3.5 Additional Extension. In the event unusual or exceptional circumstances, as determined in the sole discretion of the Contract Administrator, render the exercise of the

Extension Term not practicable, or if no extension is available and expiration of this Agreement would, as determined by the Contract Administrator, result in a gap in the provision of services necessary for the ongoing operations of City, then the Contract Administrator may extend this Agreement on the same terms and conditions for period(s) not to exceed six (6) months in the aggregate, provided that any such extension is within the authority of the Contract Administrator. The Contract Administrator may exercise this option by written notice stating the duration of the extended period, which notice shall be provided to Grantee at least thirty (30) days prior to the end of the then-current term.

3.6 Extension Terms. For any extension beyond the Initial Term, this Agreement shall continue upon the same terms and conditions as set forth in this Agreement for such extended period.

3.7 Fiscal Year. The continuation of this Agreement beyond the end of any City fiscal year is subject to both the appropriation and the availability of funds.

3.8 Time of the Essence. Unless otherwise agreed by the Parties in writing, all duties, obligations, and responsibilities of Grantee required by this Agreement shall be completed no later than the expiration of this Agreement. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

#### **ARTICLE 4. GOVERNMENTAL DISCLOSURES**

4.1 Grant Funds allocated for this Agreement are limited to Twenty Thousand Dollars (\$20,000.00) and payable only to Grantee. Upon City's prior written approval, Grant Funds may be used for eligible reimbursements and direct expenditures as defined in **Exhibit A**, but in no event shall the total amount of those reimbursements and expenditures exceed Twenty Thousand Dollars (\$20,000.00).

4.2 Expenditures paid or reimbursables incurred without prior written City approval is at Grantee's sole risk and such unapproved expenditures or reimbursables will not constitute authorization or approval by City for expenditure or reimbursement under the Grant Program or this Agreement.

4.3 As a condition precedent to receiving Grant Funds, Grantee must comply with all applicable federal, state, and local laws, ordinances, codes, rules and regulations in performing its duties, responsibilities, and obligations under the Grant Program and this Agreement.

4.4 All Grant Funds must be used for eligible expenditures and reimbursables as defined in **Exhibit A**. In the event any Grant Funds are misappropriated or used for ineligible expenditures or reimbursables, Grantee must repay such Grant Funds to City upon written demand and City, in its sole discretion, may reallocate such Grant Funds to other eligible Grant Program recipients.

4.5 City reserves the right, in its sole discretion, to amend or modify the terms and

conditions of the Grant Program. Moreover, City shall be the final authority as to the availability of Grant Funds.

## **ARTICLE 5. FUNDING, METHOD OF PAYMENT, AND PROVISIONS RELATED TO THE USE OF GRANT FUNDS**

5.1 CDBG-CV funds provided under this agreement shall comply with all applicable regulatory requirements under 24 CFR 570.201(o) and 24 CFR 570.201(d) and ARPA Coronavirus State Fiscal Recovery Funds and/or Local Fiscal Recovery Funds provided under this agreement shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 C.F.R. Part 200. The citation for enabling legislation to utilize the ARPA funding for business assistance is “Pub. L No. 117-2,” specifically the Coronavirus State and Local Recovery Funds provision of the ARPA.

5.2 City will pay Grantee a maximum amount not to exceed Twenty Thousand Dollars (\$20,000.00), Amount includes all eligible business expenditures paid or reimbursables incurred, provided that:

5.2.1 Grantee meets the eligibility criteria of the Grant Program and has complied with the terms, conditions, and obligations of this Agreement.

5.2.2 All eligible business expenditures and reimbursables are submitted to Contract Administrator with proof of purchase, a written description of the expenditure or reimbursable, and a completed **Exhibit E**.

5.3 Contract Administrator will review Grantee requests for expenditures and reimbursables, determine in its sole discretion: whether those requests are eligible under this Agreement; the amount payable for such expenditures and reimbursables; and to pay Grantee from available Grant Funds until all such funds are fully disbursed.

5.4 City shall not honor any invoice, receipt, or other documentation received by Contract Administrator after expiration or termination of this Agreement and any Grant Funds not expended within the Initial Term shall remain in the City’s custody and control.

5.5 City may deny Grant Fund payments for Grantee’s noncompliance with the Grant Program, which includes:

5.5.1 Ineligible use of Grant Funds;

5.5.2 Failure to comply with the terms of this Agreement;

5.5.3 Failure to submit proof of expenditures and/or reimbursables, including vendor invoices and receipts, as required; and

5.5.4 Submittal of incorrect or incomplete proof of expenditures and/or

reimbursables, including vendor invoices and receipts in any material respect.

5.6 If Grantee has expended any Grant Funds in violation of this Agreement, Grantee must refund such monies in full to City.

5.7 City has the right to audit all invoices, receipts, and other documentation related to this Agreement to determine, among other things, whether the items invoiced have been purchased and that the invoiced items are proper for payment.

5.8 Payment shall be made to Grantee at:


5.9 Grantee shall furnish all documentation to City required under this Agreement to the following address:

Raelin Storey, Director  
Office of Communications, Marketing and Economic Development  
City of Hollywood  
2600 Hollywood Boulevard, Room 203  
Hollywood, FL 33020

## **ARTICLE 6. ASSURANCES**

6.1 Grantee certifies that the following Assurances are correct and acknowledges that such assurances will survive the expiration or earlier termination of this Agreement:

6.1.1 Grantee is owner of a Small Business that has been negatively impacted by local COVID-19 and is located within the City.

6.1.2 Grantee has complied with all City codes and ordinances as it relates to his or her business, the Grant Program, and this Agreement as well as all applicable federal, state and county laws, ordinances, and codes and regulations, including the rules and regulations of the Grant Program. Any conflict or inconsistency between the above federal, state, county or City guidelines or regulations and this Agreement shall be resolved in favor of the more restrictive guidelines or regulations.

6.1.3 Grantee is not delinquent in any fees, fines, or taxes due or owing to City. Grantee shall provide proof of City local business tax receipt to confirm the tax status of his or her business.

6.1.4 Grantee is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or local debarment or agency.

6.1.5 Grantee agrees that no client, customer, or subcontractors of Grantee will be excluded from participation in, or be denied the benefits of participation on the grounds of race, color, religion, creed, national origin, age, sex, familial status or handicap; further that no person will otherwise be subjected to discrimination under any program or activity for which Grantee receives federal financial assistance or Grantee will immediately take any measures necessary to effectuate this Agreement.

## **ARTICLE 7. REPRESENTATIONS AND WARRANTIES**

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

7.2 Truth-In-Negotiation Representation. Grantee's compensation under this Agreement is based upon its representations to City, and Grantee certifies that the wage rates, factual unit costs, and other information supplied to substantiate Grantee's compensation, including without limitation in the negotiation of this Agreement, are accurate, complete, and current as of the date Grantee executes this Agreement. Grantee's compensation will be reduced to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

7.3 Public Entity Crime Act. Grantee represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Grantee further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Grantee has been placed on the convicted vendor list.

7.4 Discriminatory Vendor and Scrutinized Companies Lists. Grantee represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. Grantee further represents that it is not ineligible to contract with City on any of the grounds stated in Section 287.135, Florida Statutes.

7.7 Breach of Representations. In entering into this Agreement, Grantee acknowledges that City is materially relying on the representations and warranties of Grantee stated in this article. City shall be entitled to recover any damages it incurs to the extent any such representation or warranty is untrue. In addition, if any such representation or warranty is false, City shall have the right, at its sole discretion, to



recover all sums paid to Grantee under this Agreement. Furthermore, a false representation may result in debarment from City's competitive procurement activities.

## **ARTICLE 8. INDEMNIFICATION**

Grantee shall indemnify, hold harmless, and defend City and all of City's officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Grantee, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). In the event any Claim is brought against an Indemnified Party, Grantee shall, upon written notice from City, defend each Indemnified Party against each such Claim by counsel satisfactory to City or, at City's option, pay for an attorney selected by the City Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Grantee under this Agreement may be retained by City until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by City.

## **ARTICLE 9. INSURANCE**

9.1 At the time the Parties entered into this Agreement, City through its Risk Manager waived all insurance requirements as provided in **Exhibit F**.

9.2 City reserves the right to review and revise any insurance requirements, including deductibles, limits, coverage, and endorsements at the time of any written amendments or extensions to this Agreement. In the event insurance is subsequently required, coverage must reflect the City as an additional insured in the name of "City of Hollywood" on any general liability and excess liability policies. The certificate holder address shall read "City of Hollywood," at the address: 2600 Hollywood Boulevard, Hollywood, Florida 33020. All policies must be endorsed to provide City with at least thirty (30) days' notice of cancellation and/or restriction. Further, in the event insurance is subsequently required and Grantee hires any Subcontractors to perform services (or has already hired Subcontractors based on the initial entry into the Agreement), Grantee shall require its Subcontractors to endorse "City of Hollywood" as an additional insured on any general liability and excess liability policies. Where insurance is required by the City's Risk Manager, Grantee shall furnish proof of insurance in the form of Certificates of Insurance and Endorsements, Declarations pages, or policies evidencing the coverage required upon execution of any amendments or extensions to this Agreement. Coverage is not to cease and is to remain in force until all performance required of Grantee is completed. If any of the insurance coverages expire prior to the completion of the services, renewal certificates shall be furnished upon such expiration and Grantee shall, at a minimum, provide, pay for, and maintain in force at all times during the Initial Term, the insurance

coverage set forth in **Exhibit F**, as revised, or any amendments or extensions to this Agreement, in accordance with the terms and conditions designated in this article.

## **ARTICLE 10. TERMINATION**

10.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the City. Termination for convenience by the City shall be effective on the termination date stated in written notice provided by City, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health, safety, or welfare. If City erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and shall be effective thirty (30) days after such notice of termination for cause is provided.

10.2 This Agreement may be terminated for cause by City for reasons including, but not limited to, any of the following:

10.2.1 Grantee's failure to suitably perform or continuously perform its obligations under this Agreement in a manner calculated to meet or accomplish the objectives in this Agreement, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices;

10.2.2 If Grantee is a "scrutinized company" pursuant to Section 215.473, Florida Statutes, if Grantee is placed on a "discriminatory vendor list" pursuant to Section 287.134, Florida Statutes, or if Grantee provides a false certification submitted pursuant to Section 287.135, Florida Statutes;

10.2.3 By the City Manager or Contract Administrator for any fraud, misrepresentation, or material misstatement by Grantee in the award or performance of this Agreement or that otherwise violates any applicable requirement of the City of Hollywood Code of Ordinances; or

10.3 Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the City Manager to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

10.4 In the event this Agreement is terminated for convenience by City, Grantee shall be paid for any services properly performed under this Agreement through the termination date specified in the written notice of termination, subject to any right of City to retain any sums otherwise due and payable. Grantee acknowledges that it has received good, valuable, and sufficient consideration from City, the receipt and adequacy of which are acknowledged by Grantee, for City's right to terminate this Agreement for convenience.

10.5 In addition to any right of termination stated in this Agreement, City shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity.

## **ARTICLE 11. EQUAL EMPLOYMENT OPPORTUNITY AND CBE 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. Grantee shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

## **ARTICLE 12. MISCELLANEOUS**

12.1 A request for public records regarding this Agreement must be made directly to City, who will be responsible for responding to any such public records requests.

Any material submitted to City that Grantee contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." In addition, Grantee must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. In the event that a third party submits a request to City for records designated by Grantee as Trade Secret Materials, City shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Grantee. Grantee shall indemnify and defend City and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

**IF GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY OF HOLLYWOOD CITY CLERK (954) 921-3211, pcerny@hollywoodfl.org, 2600 HOLLYWOOD BOULEVARD, ROOM 221, HOLLYWOOD, FLORIDA 33021.**

12.2 Audit Rights and Retention of Records. City shall have the right to audit the books, records, and accounts of Grantee that are related to this Agreement. Grantee shall keep such books, records, and accounts as may be necessary in order to record complete and

correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Grantee shall make same available in written form at no cost to City.

Grantee shall preserve and make available, at reasonable times within City of Hollywood, Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least four (4) years from the signing of this Agreement or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any City representative (including any outside representative engaged by City). Grantee hereby grants City the right to conduct such audit or review at Grantee's place of business, if deemed appropriate by City, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to City of any nature by Grantee in excess of five percent (5%) of the total contract billings reviewed by City, the reasonable actual cost of City's audit shall be reimbursed to City by Grantee in addition to making adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of City's findings to Grantee.

Grantee shall ensure that the requirements of this section are included in all agreements with its Subcontractors.

12.3 Independent Contractor. Grantee 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 providing services under this Agreement, neither Grantee nor its agents shall act as officers, employees, or agents of City. Grantee shall not have the right to bind City to any obligation not expressly undertaken by City under this Agreement.

12.4 Regulatory Capacity. Notwithstanding the fact that City is a political subdivision with certain regulatory authority, City's performance under this Agreement is as a party to this Agreement and in the capacity as owner of the Project. In the event City exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances shall have occurred pursuant to City's regulatory authority as a governmental body separate and apart from this Agreement and shall not be attributable in any manner to City as a party to this Agreement.

12.5 Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by City nor shall anything included herein be construed as consent by City to be sued by third parties in any matter arising out of this Agreement. City is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be

responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

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

12.7 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 email 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.

FOR CITY:

Raelin Storey, Director  
Office of Communications, Marketing and Economic Development  
City of Hollywood  
2600 Hollywood Boulevard, Room 203  
Hollywood, FL 33019  
rstorey@hollywoodfl.org

FOR GRANTEE:



12.9 Assignment. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Grantee without the prior written consent of City. If Grantee violates this provision, City shall have the right to immediately revoke the Grant.

12.10 Conflicts. Neither Grantee nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Grantee's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the term of this Agreement, none of Grantee's officers or employees shall serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Grantee is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of his or her expert opinion that is adverse or prejudicial to the interests of City in connection with any such pending or

threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Grantee or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. In the event Grantee is permitted pursuant to this Agreement to utilize Subcontractors to perform any services required by this Agreement, Grantee shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Grantee.

12.11 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party.

12.12 Compliance with Laws. Grantee must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American 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.

12.13 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.

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

12.15 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.

12.16 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 12 of this

Agreement, the provisions contained in Articles 1 through 12 shall prevail and be given effect.

12.17 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.

12.18 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 City and Grantee.

12.19 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.

12.20 Payable Interest.

12.20.1 Payment of Interest. City shall not be liable to pay any interest to Grantee for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Grantee waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

12.20.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by City under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

12.21 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.

12.22 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.

12.23 Use of City Logo. Grantee 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.

12.24 Drug-Free Workplace. To the extent required under Section 287.087, Florida Statutes, Grantee certifies that it has a drug-free workplace program that it will maintain such drug-free workplace program for the duration of this Agreement.

12.25 Electronic Signatures. The parties agree that the electronic signatures appearing on this agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.



AGREEMENT BETWEEN CITY OF HOLLYWOOD AND [REDACTED]  
FOR THE SMALL BUSINESS RELIEF PROGRAM (COVID-19)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: CITY OF HOLLYWOOD and Grantee, duly authorized to execute same.

CITY

ATTEST:

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

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

By: \_\_\_\_\_  
Wazir A. Ishmael, Ph.D.,  
City Manager

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY for the use and reliance  
of the City of Hollywood, Florida, only.

Approved by: \_\_\_\_\_  
David Keller, Interim Director  
Financial Services

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

GRANTEE

[REDACTED], a  
Florida Profit Corporation

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

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

## **EXHIBIT A: SCOPE OF SERVICES, ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE**

### **Scope of Services**

The Grantee shall, in a satisfactory and proper manner as determined by City, perform tasks outlined in this Exhibit.

### **Eligible Activities and National Objective**

The Program is being carried out as assistance provided to a private, for-profit business under 24 CFR Part 570.203 "Special economic development activities." Grant proceeds can be used for the following purposes:

- Reimbursement for expenses related to maintaining operations of a small business experiencing a negative financial impact due to the COVID-19 pandemic for up to 6 months. Eligible months are January 1, 2021, through June 30, 2021. Eligible expenses are limited to actual amounts incurred and include:
- Reimbursement for up to six (6) months of rent or mortgage payments. Applicants must not be delinquent on rent.
- Staff Salaries for the business
- Utilities (gas, electric, and telephone expenses for the business – City of Hollywood Utilities are ineligible)

The maximum request is limited to \$20,000 and the minimum request is limited to \$1,000.

The Grantee must certify that it will meet the CDBG National Objective. **The National Objective for your business is shown in Exhibit B "Credit Memo" on page one under Item 3 Activity Type.**

Grantee must meet one of the following:

The business is located in a Low to Moderate Area (LMA) area that benefits a residential neighborhood.

**Or** the Grantee certifies that it will meet the CDBG National Objective that the business is a microenterprise business with less than 5 employees and is owned by a person whose annual income is \$49,300 or less.

**Or** the Grantee certifies that it will meet the CDBG National Objective of assistance by retaining a minimum of one permanent full time equivalent job, to be held by a Low to Moderate Income (LMI) person.

The Grantee certifies that it will meet the CDBG National Objective of Benefiting Low-to-Moderate Income (LMI) Persons by retaining a minimum of one permanent full time equivalent job, to be held by a LMI person that qualifies under the Job Retention category of the LMI Benefit National Objective. In accordance with HUD-provided guidance, any

job that pays annual wages or salary equal to or less than the HUD 80% income limits for a single person household for Hollywood is considered to meet the requirements of a job retained for as LMI household. The chart below constitutes, by family size, LMI status for the Grantor.

Broward County is part of the Fort Lauderdale, FL HUD Metro FMR Area FY 2021

Household Size	1	2	3	4	5	6	7	8
Income Limit Moderate 80% of Median	49,300	56,350	63,400	70,400	76,050	81,700	87,300	92,950

**Or** be eligible under the Urgent Need national objective. Funds for this National objective are very limited.

**Exhibit B: Credit Memo Small Business Relief Grant Program**

<b>1. CIVITAS INFORMATION</b>		
<b>Lending Staff:</b> Patrick King		<b>Referral Source:</b> City of Hollywood
<b>2. APPLICANT INFORMATION</b>		
<b>Applicant Name &amp; Business Structure:</b> _____		
<b>Contact Name And Title:</b> _____		
<b>Street Address:</b> _____		
<b>City And State:</b> Hollywood, Florida		
<b>Zip Code:</b> _____		
<b>Telephone Number:</b> _____		
<b>Email Address:</b> _____		
<b>Officers/Principals:</b>	<b>Name/% Ownership</b>	
_____	_____	
<b>3. ACTIVITY TYPE</b>		
<b>Select All that Apply:</b>		
<b>Located in a Low to Moderate Area (LMA) area</b> <input type="checkbox"/>	<b>Job Retention</b> <input type="checkbox"/>	<b>Low to Moderate Income Business</b> <input type="checkbox"/> <b>Urgent Need national objective</b> <input type="checkbox"/>
<b>4. ELIGIBLE USE OF FUNDS</b>		
<b>Select All that Apply:</b> <b>Rent</b> <input type="checkbox"/> <b>Payroll</b> <input type="checkbox"/> <b>Utilities</b> <input type="checkbox"/>		
<b>5. GRANT DESCRIPTION:</b> The Business Relief Program is funded through Community Development Block Grant-CV (CDBG-CV) funds provided by the Federal Department of Housing and Urban Development (HUD).		
<b>Grant Amount Requested:</b> \$000.00 <b>Amount Approved:</b> \$.00		
One half of approved grant to be awarded with signed grant agreement (and associated documents) and second half to be awarded three months from the date of the grant agreement with approved eligible expenses submitted for the three month period and if applicable documentation of at least one qualified saved full-time position.		
<b>6. USES OF FUNDS</b>		
<b>Proposed Use(s) of Funds</b>		
<b>Use</b>	Rent/Mortgage Expenses	<b>Amount</b> \$ _____
<b>Use</b>	Payroll Expenses	<b>Amount</b> \$ _____
<b>Use</b>	Utility Expenses	<b>Amount</b> \$ _____

<b>List additional uses on a separate sheet.</b>	<b>Total Uses:</b>	<b>\$</b>
<b>7. PROJECTED IMPACT</b>		
Total Number of Jobs saved/created for a minimum of 90 days: Save an LMI Business: Save an a Business in an LMA area: Other Social Impacts:		
<b>8. RECOMMENDED CONDITIONS TO CLOSING</b>		
1. Signed Certification from the awardee that no funding has been received from any federal, state, or any other COVID-19 related funding programs for the expenses the awardee has requested funding for in this application. Any such "duplication of benefits" will result in the necessary return of the grant funds to the City of Hollywood. 2. The awardee will be required to execute a Grant Agreement outlining all of their responsibilities as an awardee. 3. Signed agreement to cooperate with the City of Hollywood in any audit or business review upon request and will retain records of expenses funded by this grant.		
<b>ADDITIONAL TERMS AND CONDITIONS AND LENDING OFFICER'S RECOMMENDATION</b>		
<input type="checkbox"/> Approve <input type="checkbox"/> Deny**		
<b>Signature</b>		
_____		
<b>Economic Development</b>		
<b>AUTHORIZED SIGNATURE</b>		
<b>Signature</b>		
_____		
<b>City Manager Office</b>		

**\*\*If underwriter is recommending denial, reason for denial:**

**EXHIBIT C: CITY OF HOLLYWOOD SMALL BUSINESS RELIEF GRANT PROGRAM INITIAL EMPLOYEE PAYROLL REPORT**

Business Name: \_\_\_\_\_

Name of Person Completing Form \_\_\_\_\_

	Employee's Name	Hourly Rate	Expected Total Annual Gross Pay	Average Hours Worked Per Week	Does this employee make over \$49,800 a year? Yes or No	Sex		Employee Female Head of Household?	Race Category						Hispanic	
						Male	Female		White	Black/African American	Asian	American Indian/Alaska Native	Native Hawaiian/Other Pacific Islander	Other	Yes	No
1		\$ -	\$ -													
2		\$ -	\$ -													
3		\$ -	\$ -													
4		\$ -	\$ -													
5		\$ -	\$ -													
6		\$ -	\$ -													
7		\$ -	\$ -													
8		\$ -	\$ -													
9		\$ -	\$ -													
10		\$ -	\$ -													

Submit the payroll for your employees as of the date of award on the Grant Agreement; if the owner(s) take a salary include them.

EXHIBIT D: CITY OF HOLLYWOOD SMALL BUSINESS RELIEF GRANT PROGRAM FINAL EMPLOYEE PAYROLL REPORT

Business Name: \_\_\_\_\_

Name of Person Completing Form \_\_\_\_\_

Employee's Name	Hourly Rate	Expected Total Annual Gross Pay	Average Hours Worked Per Week	Does this employee make over \$49,300 a year? Yes or No	Sex		Employee Female Head of Household?	Race Category						Hispanic	
					Male	Female		White	Black/African American	Asian	American Indian/Alaska Native	Native Hawaiian/Other Pacific Islander	Other	Yes	No
1	\$ -	\$ -	-												
2	\$ -	\$ -	-												
3	\$ -	\$ -	-												
4	\$ -	\$ -	-												
5	\$ -	\$ -	-												
6	\$ -	\$ -	-												
7	\$ -	\$ -	-												
8	\$ -	\$ -	-												
9	\$ -	\$ -	-												
10	\$ -	\$ -	-												

Submit the payroll for your employees from December XX, 2021 to March XX, 2022; if the owner[s] take a salary include them.

## **EXHIBIT E: INVOICE COVER SHEET FOR PROGRAM PARTICIPANTS**

Program Participant Legal Business Name: \_\_\_\_\_

Invoice period from January 1, 2021 to June 30, 2021

Category of Requested Expense <i>(Utility, Rent/Mortgage, Payroll)</i>	Amount Requested

Total Grant Amount Requested:
-------------------------------

Submitted by Business Owner: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

### ***City of Hollywood Staff Only:***

Total Grant Amount Approved:
------------------------------

Total Amount of First Check:
------------------------------



ACORD		CERTIFICATE OF LIABILITY INSURANCE		Exhibit F		DATE (MM/DD/YY)	
PRODUCER				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
				COMPANIES AFFORDING COVERAGE			
				COMPANY A			
INSURED				COMPANY B			
				COMPANY C			
				COMPANY D			
COVERAGE							
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
CO IN	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
	GENERAL LIABILITY				GENERAL AGGREGATE	\$1,000,000	
	COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG	\$1,000,000	
	<input type="checkbox"/> CLAIM MADE <input type="checkbox"/> OCCUR				PERSONAL & ADV	\$1,000,000	
	OWNER'S & CONTRACTOR'S PROT				EACH OCCUR	\$1,000,000	
					FIRE DAMAGE (EXCEPT FIRE)	\$50,000	
					NON-OWNED AUTO		
	AUTOMOBILE LIABILITY				LIABILITY LIMIT	\$1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (PER PERSON)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (PER ACCIDENT)	\$	
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$	
	<input type="checkbox"/> MIXED AUTOS				EACH OCCURRENCE	\$	
	<input type="checkbox"/> NON-OWNED AUTOS				AGGREGATE	\$	
	EXCESS LIABILITY					\$	
	UMBRELLA FORM					\$	
	OTHER THAN UMBRELLA FORM					\$	
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				<input checked="" type="checkbox"/> STATUTORY LIMITS		
	THE PROPRIETOR (PARTNERS) <input type="checkbox"/> INCL EXECUTIVE OFFICERS ARE <input type="checkbox"/> EXCL				EACH ACCIDENT	\$500,000	
					DISEASE - POLICY LIMIT	\$500,000	
					DISEASE - EACH EMPLOYEE	\$500,000	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/OTHERS Micro-Enterprise Small Business Assistance Program							
CERTIFICATE HOLDER				CANCELLATION			
City of Hollywood Human Resources P.O. Box 229045 Hollywood, FL 33022-9045				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.			
				AUTHORIZED REPRESENTATIVE			