

RESOLUTION NO. R-2017-377

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE ESTABLISHMENT OF A COMMERCIAL PROPERTY IMPROVEMENT PILOT PROGRAM AS AN ECONOMIC DEVELOPMENT INCENTIVE TO PROPERTY OWNERS ALONG DESIGNATED COMMERCIAL CORRIDORS IN LOW AND MODERATE INCOME AREAS WITHIN THE CITY OF HOLLYWOOD; APPROVING AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL AGREEMENTS TO IMPLEMENT THE PROGRAM.

WHEREAS, on October 19, 2016, the City Commission passed and adopted Resolution No. R-2016-309, which amended the One Year Action Plan for Fiscal Year 2014-2015 to allocate unexpended Community Development Block Grant ("CDBG") program funds; and

WHEREAS, Resolution No. R-2016-309 allocated Fiscal Year 2014-2015 CDBG funding for the Capital Improvements – Property Improvement Program to account number 11.1500.54592.554.004864; and

WHEREAS, the City desires to establish the Commercial Property Improvement Program ("CPIP"), designed to improve publicly or privately owned commercial or industrial buildings within designated Census Tract Block Groups as more specifically set forth in Exhibit "A", attached to and incorporated herein; and

WHEREAS, the CPIP is based on the premise that exterior improvements to commercial or industrial buildings in highly visible locations will stimulate private investment in commercial/mixed-use buildings and the surrounding area, attract new customers, and result in new economic opportunities; and

WHEREAS, the CPIP will utilize CDBG funding to assist owners of publicly or privately owned commercial or industrial buildings as an incentive to improve or restore the original character of their buildings; and

WHEREAS, applications will be evaluated by staff from the Office of Communications, Marketing and Economic Development and the Department of Development Services; and

WHEREAS, the City Manager is authorized to approve CPIP Program applications and execute any and all agreements; and

WHEREAS, the program would consist of a reimbursement grant for ½ of the construction cost up to a maximum amount of \$25,000.00 per property/property owner; and

WHEREAS, in accordance with the CPIP, the Recipient will be required to execute an agreement in the form attached hereto as Exhibit "B", which terms and conditions require that: (1) the Recipient provide sufficient security for the grant funding awarded; and (2) the Recipient reimburse the City all or a portion of the funds awarded in the event that the Recipient sells the property, changes the use of the business or goes out of business prior to completing the project or anytime within five years of receiving the funds; and

WHEREAS, CPIP grant funding is subject to all CDBG requirements set forth in 24 CFR Chapter 570, including but not limited to Section 3 Compliance, Davis-Bacon Labor Standards and the Related Acts; and

WHEREAS, the CPIP grant funding is on a reimbursement basis; and

WHEREAS, the total amount allocated for the Pilot Program is \$200,000.00;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

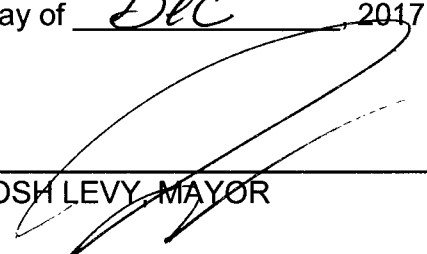
Section 2: That it approves and authorizes the establishment of the Commercial Property Improvement Program ("CPIP"), as more specifically set forth in Exhibit "A" attached to and incorporated herein.

Section 3: That it approves and authorizes the City Manager or his designee to execute all applicable agreements to implement the CPIP in accordance with the agreement form set forth in Exhibit "B" attached to and incorporated herein.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE ESTABLISHMENT OF A COMMERCIAL PROPERTY IMPROVEMENT PILOT PROGRAM ("CPIP") AS AN ECONOMIC DEVELOPMENT INCENTIVE TO PROPERTY OWNERS ALONG DESIGNATED COMMERCIAL CORRIDORS IN LOW AND MODERATE INCOME AREAS WITHIN THE CITY OF HOLLYWOOD; APPROVING AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL AGREEMENTS TO IMPLEMENT SAID PROGRAM.


Section 4: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 6 day of Dec 2017.



JOSH LEVY, MAYOR

ATTEST:



PATRICIA A. CERNY, MMC, CITY CLERK

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



DOUGLAS R. GONZALES, CITY ATTORNEY



EXHIBIT "A"

COMMERCIAL PROPERTY IMPROVEMENT PROGRAM

Community Development Grant Program
U.S. Department of Housing and Urban Development

INTRODUCTION

The City of Hollywood has established a Commercial Property Improvement Program (CPIP) designed to improve the facades of publicly or privately owned commercial or industrial buildings within designated Census Tract Block Groups. This program is funded with Community Development Block Grant (CDBG) funds awarded to the City of Hollywood by the United States Department of Housing and Urban Development (HUD).

This program is based on the premise that exterior improvements to commercial or industrial buildings in highly visible locations will stimulate private investment in commercial/mixed-use buildings and the surrounding area, attract new customers, and result in new economic opportunities.

The City of Hollywood will offer CPIP grant funds to owners of publicly or privately owned commercial or industrial buildings as an incentive to property owners to restore, renovate or improve their building and/or property, thereby improving the area's physical characteristics and enhancing the visual quality and attractiveness of the environment, leading to increased occupancy and property values. A facade is considered the front (or face) of a building facing a street. For buildings having frontage on two streets, the facade will be the portions of the building readily viewed from either the street or at street level.

The pilot program is limited to owners of commercial property on Hollywood Boulevard between Interstate 95 and 22nd Avenue. Any properties that fall within the Downtown Community Redevelopment Area shall not qualify for this program. The program includes the following Census Tract/Block Groups:

| Census Tract | Block Groups |
|--------------|--------------|
| 904.1 | 3 |
| 904.3 | 1 |
| 918.01 | 2 |

The program would consist of a reimbursement grant for ½ of the construction cost up to a maximum amount of \$25,000.00 per property/property owner. CPIP funds are limited to property or business owners within the designated areas. CPIP funds are limited to one time per property address per federal fiscal year. Program funding is contingent upon an annual appropriation by the City of Hollywood City Commission and federal funding availability. The City reserves the right to cancel the program at any time prior to fund approval and



without notice, if sufficient funding is not available. All applications are subject to approval by the City Manager or his/her designee. The City of Hollywood retains the right to display and advertise properties that receive CPIP funding.

ELIGIBILITY CRITERIA

An eligible property owner/business must meet the following criteria:

- Eligible buildings must be publicly- or privately-owned commercial or industrial buildings and must be located within the designated Low and Moderate Income (LMI) area.
- The property must conform to City of Hollywood's Zoning and Land Development Regulations regarding the use and density permitted.
- The property must not have any pending code violations as per City of Hollywood Code Compliance.
- Applicable insurance policies must be current at the time of application and maintained throughout the life of the project.

ELIGIBLE IMPROVEMENTS

The CPIP may include any significant structural or systems improvements to the exterior of the property. The following list contains items that may be considered within the scope of work:

- Exterior painting
- Exterior lighting
- Signage
- Landscaping
- Paving of parking areas, walkways, or patios
- Impact-resistant windows and doors
- High-efficiency HVAC (central air only)
- Roof repair or replacement
- Structural repair
- Concrete restoration
- Electrical work
- Plumbing work
- Evaluation and abatement of asbestos hazards
- Lead based paint hazard evaluation and abatement



INELIGIBLE IMPROVEMENTS

- Non-impact-resistant windows
- Hurricane shutters
- Outdoor furniture
- Interior work

CRITERIA FOR PROJECT SELECTION

- Project viability and comprehensiveness
- Impact of project along commercial corridor
- Significant improvement to the exterior visual appearance of the building and surrounding area.
- Applicant contribution and the level of investment being made:
 - Relationship between the estimated cost of the project and the amount the applicant is willing to contribute
 - Contributions – cash, subsidizing a particular part of the work, or prior documented improvements financed by the applicant in the preceding twelve month period.
- Project Readiness – ability of project to move forward in a timely manner.

CONDITIONS FOR CONSIDERATION

- Building must be within the designated area of the pilot project area – the commercial corridor of Hollywood Boulevard between Interstate 95 and 22nd Avenue.
- Rehabilitation must include eligible improvements as described above to include a comprehensive design with substantial improvements to the exterior façade of the building(s), conform to district characteristics, and enhance the visibility of the corridor.
- Applicant must demonstrate fee-simple ownership of the commercial property.
- Applicant must demonstrate that all necessary private financing required to complete the project has been, or is in the process of obtaining project funds as evidenced by one or more of the following: personal checking account, savings account, credit union account, loan agreement, letter of credit or any other documented source (s) acceptable to the City.
- All necessary permits and approvals must be obtained from the Department of Development Services before work is commenced. All work is to be performed and inspected to the satisfaction of the Building Division and Engineering Division.
- When applicable, an environmental review must be performed and approval received from the State of Florida Department of Environmental Protection (DEP).
- A licensed contractor shall perform the work. Contractor agrees to comply with any and all requirements of the Community Development Block Grant Program including, but not limited to, Section 3 Compliance, Davis-Bacon Labor Standards and the Related Acts.
- All funds are released on a post completion basis.



APPLICATION PROCESS

An application for funding can be obtained from the Office of Communications, Marketing, and Economic Development.

PROGRAM PROCESS

PRE-APPLICATION

Applicant shall submit a pre-application form which identifies the property to be improved and a general overview and design concept of the proposed renovation. City Staff will review the applicant's conceptual plans in an informal format, including discussion of the eligibility criteria, program requirements, proposed project scheduling, and consistency of the design proposal with design guidelines of the City. A search will be conducted to determine whether there are pending code violations. If there are no violations and staff determines the project is likely to qualify to receive program funds, the applicant will move on to a formal application.

Required Submissions:

- Color photographs of existing building exterior.
- Sketches or conceptual drawings of proposed construction.
- Detailed description of materials to be used and the construction procedure.
- A cost estimate from qualified contractors (labor and materials for entire project). If the owner is a licensed contractor and is qualified to perform the work, the owner will still be required to provide a project cost estimate from an appropriately-qualified contractor. The cost estimated will be reviewed by the City's Department of Design and Construction Management.
- Written statement justifying the particular project meets the criteria established.
- Must demonstrate capacity to cover the project costs.

FORMAL APPLICATION

During Formal Application, applicant will be required to provide additional supporting documents for the proposed project. The Engineering Division will conduct a comprehensive/substantial improvement review, which includes architectural plan changes and a cost estimate. The applicant must demonstrate capacity to cover their half of the project cost.

Required Submissions:

- Completed Application Form;
- Legal description and/or survey of property;
- Proof of commercial property ownership (e.g. deed, title search, etc.);
- Proof of property insurance;



- Site plan with elevations, showing proposed improvements, drawn to scale;
- Construction plan with materials, schedule and dimensions;
- Landscape and irrigation plan, if applicable;
- Final cost estimates in spreadsheet format, and the name of the licensed contractor chosen to perform the work;
- Signage specifications, if applicable.

Program Participation

The amount of funding shall be based on the final design and construction estimates included in the project's application. For this reason, applicants are required to have qualified estimators prepare their estimates. The City and applicant will execute a funding agreement. Projects will receive program funding on a post-completion basis. The contractor will certify, and City staff will make the final determination as to whether the project has been successfully completed according to the approved plans. The applicant must attend a Reimbursement Submission Workshop with Community Development Division staff prior to any funds being disbursed.

Construction Start

After the funding agreement has been executed, the applicant may award the construction contract and secure all necessary construction permits. The owner must issue a 'Notice to Proceed' to the contractor, and apply for a building permit within thirty (30) days of executing the funding agreement. The applicant shall notify designated City staff of the construction start date by copy of the written 'Notice to Proceed' provided to the contractor. Construction shall begin with thirty (30) days of approval and within sixty (60) days of execution of the Interest Participation agreement and the project shall be successfully completed within twelve (12) months (or sooner as may be prescribed).

Modifications to the approved final plans or changes to the construction documents which produce visible differences in the previously approved façade design require review and prior approval by City staff. Failure to receive such approval shall invalidate the funding agreement and the agreement will be terminated.

Disbursements

CDBG funds provided through CPIP agreements shall be made available after the property owner has successfully completed the exterior improvements. The Owner shall provide verification satisfactory to the City of all project costs, including contractor invoices before program funds are disbursed.

Recipient shall be required to provide sufficient security for grants awarded by the City and may include a mortgage, personal guarantee, security agreement and/or any other acceptable form of security. The Recipient will be required to execute an agreement which terms and conditions require that: (1) the Recipient provide sufficient security for the grant funding awarded; and (2) Recipient reimburse the City all or a portion of the funds awarded in the event that the Recipient sells the property, changes the use of the business or goes out of business prior to completing the project or anytime within five (5) years of receiving said funds.



During the compliance period, the City shall require annual reporting by the owner that includes, but is not limited to, a copy of the Local Business Tax Receipt or other applicable license renewal, a copy of the business' income tax return, and a certification signed by the business owner guarantor that confirms compliance with the terms of the original agreement.

Failure to Comply

Failure to comply with terms and conditions of the Agreement shall be a breach.

- (a) Failure to comply with the work program or terms of this Agreement;
- (b) Failure to submit reports as required, including a favorable monitoring report;
- (c) Submittal of incorrect or incomplete reports in any material respect

Program Process Overview:

1. Applicant shall submit a pre-application form which provides a general overview and design concept of the proposed renovation work and the property to be improved.
2. The Economic Development Division shall determine whether there are pending code violations. If there are none, the application will move forward. A formal application must include architectural plans or construction drawings for the proposed façade improvements.
3. An Evaluation Panel consisting of staff from Economic Development Division and Department of Development Services (Engineering, Building, Planning, and Community Development) will review and approve applications that provide for a comprehensive design with substantial improvements to the exterior façade of the building(s), conform to district characteristics, and enhance the visibility of the corridor.
4. If there are no pending code violations, the applicant may submit a formal application. Upon receipt, the Community Development Division will conduct a funding eligibility review.
5. The Engineering Division shall conduct a comprehensive/substantial improvement review, which includes architectural plan changes and a cost estimate. The applicant must demonstrate capacity to cover their half of the project cost.
6. Upon the evaluation panel determining that the Applicant meets all eligibility requirements for the program, the parties will execute a funding agreement.
7. The applicant shall attend a Reimbursement Submission Workshop with Community Development Division staff prior to any funds being disbursed.
8. During the construction/façade improvement project, the Community Development Division and Economic Development Division will conduct construction monitoring and written documentation must be submitted by contractor/applicant to demonstrate compliance with the Davis Bacon Act.
9. Upon successful completion of the façade improvements, the Department of Development Services will make the final determination as to when the project is complete.
10. Improvements made under this program must be initiated and completed within a maximum of twelve (12) months. Extensions may be granted at the discretion of the City Manager or his/her designee, contingent upon the applicant demonstrating just cause for such a request.



Commercial Façade Improvement Program Application

Name: _____

Name of Business/Property to be renovated: _____

Address: _____

Telephone Number: _____

Are you the Property Owner or Business Owners? _____

Type of Improvements Planned:

Incentive Amount Requested: \$ _____

Total Cost of the Project: \$ _____

I hereby submit the attached plans, specifications and color samples for the proposed project and understand that these must be approved by the City of Hollywood, Florida. No work shall begin until I have received written approval from the City of Hollywood. I further understand that unless otherwise approved by the City of Hollywood, funding will be paid according to the program policy, of which I have read and agree to.

Signature of Applicant

Date

Print Name:

EXHIBIT “B”
CITY OF HOLLYWOOD
COMMERCIAL PROPERTY IMPROVEMENT PROGRAM GRANT (PIP)
AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

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

I) CITY Obligations and Responsibilities:

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

II) Recipient Obligations and Responsibilities:

- (A) Recipient agrees to accept the grant funds in an amount not to exceed \$[enter \$ here]. Such grant funds shall be done on a reimbursement basis and shall only be for one-half of the construction costs up to a maximum grant amount of \$[enter \$ here]; and
- (B) Recipient acknowledges and agrees that the funds are to be used solely for property improvements approved by the CITY on the property located at: [Enter address here]
- (C) Recipient acknowledges that it is the owner of the subject property, and as such, is authorized to contract for exterior property improvements; and
- (D) Recipient shall submit a final design sketch of the exterior property improvements along with a contractor's bid for the improvements (which are attached hereto as Exhibit "B" and are incorporated herein by reference") to the City of Hollywood's Department of Development Services for review by

applicable boards and/or City staff. All general exterior property improvements shall be consistent with all applicable City of Hollywood codes and design regulations; and

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

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

- (J) Recipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices to maintain adequate internal controls which, relating to façade improvements, sufficiently and properly reflect all expenditures of funds provided by the CITY under this Agreement; and
- (K) Recipient shall make all books pertaining to the business and exterior property improvements project available to the CITY for inspection, review or audit purposes at all reasonable times upon demand the term of this Agreement and for five (5) years thereafter; and
- (L) The Recipient shall submit to the CITY not more than sixty (60) days after the comprehensive exterior property improvement project is completed, all supporting documentation including, but not limited to, paid receipts, two (2) 8 x 10 photographs of the completed exterior property improvements and documentation relating to the construction costs expended for the exterior property improvements project on the subject property; and
- (M) The Recipient and or the Recipient's contractor(s) shall carry worker's compensation insurance to cover all workers involved in the project. Recipient shall maintain, at its own expense, General Liability Insurance covering the subject property and the resultant uses thereof in the amount of \$1,000,000.00 and will maintain property damage coverage for a minimum of \$100,000.00 the premium of which shall be paid prior to execution of this Agreement. Said insurance shall name the CITY as an additional insured; and shall provide that the CITY will receive notice of any cancellation or change in coverage. Recipient shall furnish CITY with the Certificates of Insurance. Any lapse of this coverage during this period of the Agreement shall be grounds for termination of the Agreement by the CITY.

(III) Representations

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

1. Recipient, or any of its officers, directors, or employees has not been convicted of any felony or crime involving dishonesty, fraud, misrepresentation or moral turpitude.

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

(IV) Term of Agreement

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

(V) Designated Representatives

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

| | |
|-------------------------|---|
| AS TO AGENCY: | City Manager/Assistant City Manager |
| | 2600 Hollywood Blvd. Hollywood, FL 33020 |
| WITH A COPY TO: | City Attorney |
| | 2600 Hollywood Boulevard, Room 407 Hollywood, FL 33020 |
| AS TO RECIPIENT: | [Enter Recipient Here] |
| WITH A COPY TO: | N/A |

- (A) Recipient acknowledges that the CITY is not affiliated with or responsible for Recipient's activities hereunder or otherwise. Further, Recipient hereby indemnifies and holds harmless the CITY for any actions, suits, or proceedings arising out of the subject matter of this Agreement. Such obligation to indemnify and hold harmless shall continue notwithstanding any negligence or comparative negligence on the part of the CITY, its officers, officials, agents or employees, relating to such loss or damage and shall include all costs, expenses and liabilities incurred by the CITY in connection with any such claim, suit, action proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof.
- (B) Recipient agrees that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of partners or joint ventures between the CITY and the Recipient as an agent, representative or employee of the CITY for any purpose or in any manner whatsoever, and that it shall not represent to any third parties that such is the case.

- (C) Recipient may not assign any rights under this Agreement without the prior written consent of the CITY, which may be withheld in its sole discretion.
- (D) The name and address of the official payee to whom payments hereunder will be made is:
- (E) This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be heard in Broward County, Florida. No remedy herein conferred upon any part is intended to be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any part of any right, power or remedy hereunder shall preclude any other of further exercise thereof.
- (F) This Agreement may only be amended or modified by an instrument in writing signed by both parties.
- (G) The Recipient acknowledges and agrees that the CITY may in its sole discretion discontinue this program at any time. At all other times, either party can cancel this agreement by thirty-(30) days written notice to the other. In the event that Recipient cancels this Agreement, the CITY shall not be liable to any contractor (s) or subcontractor (s) with relation to any work performed pursuant to the contract between Recipient and the Contractor(s) or subcontractor(s).
- (H) Recipient agrees that if the Recipient sells the property, changes the use of the business or goes out of business prior to completing the project or anytime within five years of receiving grant funds, all or a portion of the funds will be reimbursed to the CITY. If it is determined that reimbursement is based on a portion of the funds, Recipient shall reimburse the CITY in the following manner: 80% if the property is sold, the business use is changed or the business goes out of business within one year of the final disbursement; If said conditions occur within two years of the final disbursement, Recipient shall reimburse 60% of the funds; if said conditions occur within three years, then Recipient shall reimburse 40%, and if within four years, then Recipient shall reimburse 20% of the funds disbursed.
- (I) Recipient shall be required to provide sufficient security for grants awarded by the CITY. Such security shall be approved by the City Manager/Assistant City Manager and City Attorney to sufficiently cover the repayment provision and may include a mortgage, personal guarantee, security agreement and/or any other acceptable form of security. Nothing in this paragraph shall be construed to prohibit the CITY from awarding a grant without security, if it is determined that such grant is in the best interest of the City.
- (J) Recipient acknowledges and agrees to "Uniform Requirements" as described at 24 CFR Section 570.502; and
- (K) Recipient acknowledges and agrees that any real property improved in whole or in part with funds provided by this agreement shall be used to meet the national objectives in 24 CFR Section 570.208 until five years after the expiration of this agreement.

COMMERCIAL PROPERTY IMPROVEMENT PROGRAM (CPIP) GRANT AGREEMENT

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

ATTEST:

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

Patricia A. Cerny, MMC City Clerk

Dr. Wazir A. Ishmael, City Manager

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

Douglas R. Gonzales, City Attorney

AS TO RECIPIENT

ATTEST:

CORPORATE SECRETARY

By: _____

Signature

Print Name: _____

Title: _____