

CITY OF HOLLYWOOD

COMMERCIAL PROPERTY IMPROVEMENT PROGRAM GRANT (CPIP) AGREEMENT **COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**

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

WHEREAS, the Program is designed to improve blighted publicly or privately owned commercial or industrial buildings within the designated Census Tract Block Groups outlined in the Program; and

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

WHEREAS, in 2019, the City Commission approved and adopted the expansion of the 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, in 2021, the City Commission approved and adopted the expansion of the CPIP to include all privately owned commercial and industrial properties outside of the Beach and Downtown Community Redevelopment Agency (CRA) boundaries to leverage private investment for general exterior property improvements to structures and/or to eliminate slum and blighting conditions within the designated areas; and

WHEREAS, in 2025, the City Commission approved and adopted the expansion of the CPIP by establishing tiered levels of participation, specifically Paint or Landscape, Paint and Landscape, and Comprehensive Property Improvements, allowing more commercial property and business owners to participate in the Program, and by modifying the Program’s guidelines and regulations to encourage private investment in exterior property improvements for structures, as well as to address and eliminate slum and blighting conditions within the designated areas;

WHEREAS, a portion the CPIP 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 24 CFR Chapter 570 and Davis-Bacon Act Labor Standards; and

WHEREAS, the allocation of funds is contingent upon the successful completion of all applicable requirements, including, but not limited to, an Environmental Review and the Recipient’s compliance with its findings. In accordance with 24 CFR Part 58, Recipients are prohibited from initiating any physical activities on the site, committing or spending funds, or entering into legally binding agreements related to the project that involve choice-limiting actions with CDBG funds prior to the completion of the Environmental Review process. HUD defines choice-limiting actions as property acquisition, demolition, relocation, rehabilitation, conversion, repair, or construction prior to receiving environmental clearance. Any breach of this requirement will result in the de-obligation of CDBG funds.

WHEREAS, pursuant to the CPIP, **[ENTER NAME HERE]**, as a duly authorized representative of Recipient, has applied for a **[ENTER CPIP PARTICIPATION LEVEL HERE]** Commercial Property Improvement 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, and has found and determined that it would be beneficial for the redevelopment efforts of the CITY, to support Recipient’s improvement project using **CDBG funds** upon the terms and conditions hereinafter described; and

WHEREAS, on [DATE] the City Manager and/or their designee 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 [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 50% of the construction and the total cost of the Environmental Review, not to exceed \$25,000.00, to a maximum grant of [\$[ENTER \$ HERE]. In the event that the Recipient fails to complete the [ENTER CPIP PARTICIPATION LEVEL HERE] at the property located at [ENTER PROPERTY LOCATION HERE] by the completion date, Recipient shall be responsible for the costs associated with the Environmental Review and CITY shall not be liable for reimbursement for any construction, or related 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.
- (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 any associated parties as a result of such termination.

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 50% of the construction and Environmental Review costs, up to a maximum grant amount of [\$[HERE \$ 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 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; and
- (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 Commercial 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; and

- (E) Recipient agrees that all exterior property improvements as set forth in **Exhibit “A”** shall be completed by **[ENTER 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 shall be responsible for all expenses associated with the Environmental Review. Recipient acknowledges that these costs will be reimbursed as a part of the total reimbursement not to exceed \$25,000.00 upon the successful completion of the CPIP project. Should the Recipient fail to comply with the findings of the Review, discontinues their CPIP application, breaches the terms of the Agreement, or fails to successfully complete the project, the CITY shall not be liable for these expenses. In such cases, the Recipient shall be responsible for paying these expenses, and the CITY shall not be held liable.
- (H) 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.
- (I) 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.
- (J) 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 Recipients 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.

- (K) 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
- (L) 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
- (M) The Recipient, upon completion of all exterior property improvements, shall submit to the CITY, all supporting documentation. This shall include, but is 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, Certified Payroll form conforming with the Davis-Bacon Act wage determination, proof of Environmental Review payment and two (2) 8 x 10 photographs of the completed improvements, documents demonstrating compliance with the Davis-Bacon Act, and records of the construction costs incurred for the exterior property improvements project on the subject property (which are referenced in the Commercial Property Improvement Program Policy and are incorporated herein by reference), within **[ENTER NUMBER OF MONTHS]** of execution of the Agreement; and
- (N) 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 Certificate Holder; 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.

- (O) 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 on at a rate to ensure its full completion no later than one year from the date of the Building Permit issuance. The rate of progress and the time of completion are essential conditions of the Funding Agreement.
- (P) The Recipient acknowledges and agrees that neither Contractor, nor any representative acting on behalf of Contractor as submitted to the City through the Commercial Property Improvement Program Scope of Work, is debarred or suspended by the Executive Branch of the Federal government for procurement and non-procurement programs, and that neither Contractor, nor any representative acting on behalf of Contractor, is published as ineligible on the System for Award Management (SAM).

(III) Representations

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

- (A) 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.
- (B) 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.
- (C) The Recipient is a duly authorized representative of the business and is authorized to execute this Agreement.
- (D) 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 complete the project within [ENTER CORRESPONDING TIME FRAME] months from the execution of this Agreement, and/or adhere to any, or all, of the previously mentioned regulation and guidelines, CITY reserves the right to terminate this Agreement.

(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 Blvd., Room 407
Hollywood, FL 33020

AS TO RECIPIENT: **[ENTER RECIPIENT HERE]**

WITH A COPY TO: **Office of Communication Marketing & Economic Development**
2600 Hollywood Blvd. Room 203
Hollywood, FL 33020

- (A) Recipient acknowledges that the CITY is not affiliated with or responsible for Recipient's activities hereunder or otherwise. Further, Recipient hereby indemnifies and holds harmless the CITY for any actions, suits, or proceedings arising out of the subject matter of this Agreement. Such obligation to indemnify and hold harmless shall continue notwithstanding any negligence or comparative negligence on the part of the CITY, its officers, officials, agents or employees, relating to such loss or damage and shall include all costs, expenses and liabilities incurred by the CITY in connection with any such claim, suit, action proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof.
- (B) Recipient agrees that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of partners or joint ventures between the CITY and the Recipient as an agent, representative or employee of the CITY for any purpose or in any manner whatsoever, and that it shall not represent to any third parties that such is the case.
- (C) Recipient may not assign any rights under this Agreement without the prior written consent of the CITY, which may be withheld in its sole discretion.
- (D) The name and address of the official payee to whom payments hereunder will be made is: **[NAME]**.
- (E) This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be heard in Broward County, Florida. No remedy herein conferred upon any part is intended to be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any part of any right, power or remedy hereunder shall preclude any other of further exercise thereof.
- (F) This Agreement may only be amended or modified by an instrument in writing signed by both parties.
- (G) The Recipient acknowledges and agrees that the CITY may in its sole discretion discontinue this Program at any time. At all other times, either party can cancel this agreement by thirty-(30) days written notice to the other. In the event that Recipient cancels this Agreement, the CITY shall not be liable to any Contractor (s) or Subcontractor (s) with relation to any work performed pursuant to the contract between Recipient and the Contractor(s) or Subcontractor(s).

- (H) Recipient agrees that if the Recipient sells the property, changes the use of the property, or goes out of business prior to receiving the grant funds or anytime within five (5) 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, or the business goes out of business within one year of the final disbursement; If said conditions occur within two years of the final disbursement, Recipient shall reimburse 60% of the funds; if said conditions occur within three years, then Recipient shall reimburse 40%, and if within four years, then Recipient shall reimburse 20% of the funds disbursed. Reimbursement requirements shall not be applicable to exterior-only improvement projects.
- (I) Recipient shall be required to provide sufficient security for grants awarded by the CITY. Such security shall be approved by the City Manager, or designee, 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. Security requirements shall not be applicable to exterior-only improvement projects. Nothing in this paragraph shall be construed to prohibit the CITY from awarding a grant without security, if it is determined that such grant is in the best interest of the CITY.
- (J) Recipient acknowledges and agrees to “Uniform Requirements” as described at 24 CFR Section 570.502; and
- (K) Recipient acknowledges and agrees that any real property improved in whole or in part with funds provided by this Agreement shall be used to meet the national objectives in 24 CFR Section 570.208 until five (5) 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

George R. Keller Jr., CPPT,
City Manager

APPROVED AS TO FORM:

Damaris Henlon
Interim City Attorney

AS TO RECIPIENT

RECIPIENT

By: _____

Print Name

Dated this ____ day of _____

OWNER

By: _____

Print Name

Dated this ____ day of _____

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____, as _____, (type of authority) for _____ (name of party on behalf of whom instrument was executed), who is personally known to me or who produced identification (_____ type of identification produced).

Notary Public
State of Florida at Large
My commission expires: _____

Commercial Property Improvement Program (CPIP)

Required Documents for Funding Agreement

- 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 – City of Hollywood Named as a Certificate Holder and Additionally Insured
- Environmental Review and compliance
- Davis-Bacon prevailing wage compliance
- Any other documentation needed to provide a clear understanding of the project or requested by the Office of Communications, Marketing and Economic Development

Commercial Property Improvement Program (CPIP)

Reimbursement Instructions

Community Development Block Grant (CDBG)

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
- Recorded Termination of Notice of Commencement – Broward County (Final Payment Affidavit and Release of Lien)
- Certified Weekly Payroll sheet demonstrating compliance with Davis-Bacon Act
- Environmental Review paid invoice
- Two (2) 8” x 10” 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.