

AGREEMENT
BETWEEN

CITY OF HOLLYWOOD, FLORIDA

AND

HOPE SOUTH FLORIDA, INC.

FOR

STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) FUNDING
EVICTON PREVENTION- RENT WITH UTILITIES
FY 2016-2017, 2017-2018, and 2018-2019 FUNDS

This SHIP Funding Agreement ("Agreement"), made and entered into this _____ day of _____, 2020 by and between the City of Hollywood, a municipal corporation of the State of Florida ("CITY"), and HOPE SOUTH FLORIDA, INC., a Florida not-for-profit corporation, ("Hope South Florida") and collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the CITY is a participant in the State Housing Initiatives Partnership ("SHIP") program as provided in Sections 420.907 et. seq., Florida Statutes and Rule 67-37, Florida Administrative Code ("SHIP Regulations") and has adopted a Local Housing Assistance Plan ("LHAP") in furtherance of its goal of encouraging the production of safe, decent, and affordable housing for all of the citizens of Hollywood; and

WHEREAS, in accordance with the SHIP program requirements, the City may enter into agreements with non-profit agencies, private corporations, and/or other governmental agencies for purposes of implementing the SHIP program; and

WHEREAS, on June 20, 2018 the City Commission passed Resolution R-2018-208 approving an amendment to the LHAP for State of Florida Fiscal Years 2016-2017, 2017-2018, and 2018-2019 to include a Disaster Assistance Strategy; and

WHEREAS, the Disaster Assistance Strategy allows for rental and utility assistance; and

WHEREAS, HOPE South Florida, Inc. has the prerequisite staffing infrastructure and experience to use SHIP allocation to provide services consistent with rental and utility assistance to eligible clientele.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, the Parties agree as follows:

ARTICLE 1 - DEFINITIONS AND IDENTIFICATIONS

The following definitions shall apply to this Agreement unless the context in which the word or phrase is used requires a different definition:

- 1.1 Agreement: Articles 1 through 12, the exhibits and documents that are expressly incorporated by reference into the Agreement. .
- 1.2 Division: Community Development Division
- 1.3 Income Eligible Households: One or more natural persons or a family as determined by CITY to be very low-income, low-income, or moderate-income according to the income limits adjusted to family size published annually by the United States Department of Housing and Urban Development based upon the annual gross income of the household.
- 1.4 Project: The Project consists of the scope of services set forth in Article 2 and Exhibit "A".
- 1.5 SHIP: The State Housing Initiatives Partnership ("SHIP") Program pursuant to the State Housing Initiatives Partnership Act under Sections 420.907 - 420.9079, Florida Statutes.
- 1.6 SHIP Funds: The SHIP Program funds provided to HOPE South Florida, Inc. under this Agreement.
- 1.7 SHIP Rules and Regulations: The applicable rules and regulation set forth in Sections 420.907 - 420.9079, Florida Statutes, Chapter 67-37, Florida Administrative Code, and the Joint Housing Assistance Plan, which are incorporated herein by reference.

ARTICLE 2 - PROJECT

- 2.1 HOPE South Florida, Inc. shall provide and implement Rental Assistance, Security and/or Utility Deposits and Rapid Re-Housing services under the general coordination with the Division as outlined in the attached Exhibit "A", Project Description.
- 2.2 The Contract Administrators who shall be responsible for the coordination and administration of this Agreement, are hereby designated as follows:

Contract Administrator for the City:

Anthony Grisby, Interim Manager
Community Development Division

2600 Hollywood, Blvd. (Old Library)
Hollywood, Fl. 33020

Contract Administrator for HOPE South Florida, Inc.:

Steve Werthman
1100 N. Andrews Ave.
Fort Lauderdale, Florida 33311

- 2.3 HOPE South Florida, Inc. shall comply with the Project Schedule/Timeline set forth in the attached Exhibit "C." The Project Schedule/Timeline may be amended by mutual written agreement of the parties. Failure to maintain the implementation schedule within 60 days of the deadlines identified in Exhibit "C" may warrant a full review by the Division to meet the States' required expenditure rates for the Program year. In the event HOPE South Florida fails to maintain the implementation schedule within 90 days of the deadlines identified in Exhibit "C", the City may terminate this Agreement, and all uncommitted and unexpended funds will remain with the City.
- 2.4 The Division may issue a Stop Order to HOPE South Florida, Inc. which shall halt all work on the Project in the event that the work is not being done according to the terms of this Agreement or when, in the Division Manager's judgment, HOPE South Florida, Inc., or any Subcontractor, has violated state guidelines and regulations, or the terms of this Agreement.
- 2.5 The Division may carry out periodic monitoring and evaluation activities as determined necessary by the Division. The continuation of this Agreement is dependent upon satisfactory evaluations by the Division. Such evaluation will be based on the terms of this Agreement, comparisons of planned versus actual progress relating to the Project's scheduling, budget and output measures. Upon request, HOPE South Florida, Inc. shall furnish to the Division such records and information related to the Project as is determined necessary by the Division Manager or the City. HOPE South Florida, Inc. shall submit quarterly status reports as set forth on the attached Exhibit "D" as well as Invoice dates in Exhibit "C" and at other times upon the request of the Division Manager, City, or State on forms approved by the Division Manager. The quarterly report shall survive the termination of this Agreement and continue until all information concerning the services has been received by the City.
 - 2.5.1 HOPE South Florida, Inc. shall meet with the Division Manager or designee at reasonable times with reasonable notice to discuss the Project.
 - 2.5.2 As part of the payment process, HOPE South Florida, Inc. shall provide the City with Quarterly Progress Reports utilizing the form provided in Exhibit "D", attached hereto and incorporated by reference, which shall indicate the status of all outstanding work that has been authorized by the City for this Project.

ARTICLE 3 - TERM OF AGREEMENT

The term of this Agreement shall be effective for the period beginning June 17, 2020 and shall expire on June 17, 2021 unless extended or terminated earlier as provided for herein. The provisions in Section 12.21, shall survive expiration or earlier termination of this Agreement.

ARTICLE 4 - FUNDING AND METHOD OF PAYMENT

- 4.1 The total compensation to be paid under this Agreement shall not exceed \$510,000.00. SHIP Funds must be expended by the end of the term as provided for in Article 3 herein.
- 4.2 HOPE South Florida, Inc. shall invoice CITY on the following basis:
 - 4.2.1 HOPE South Florida, Inc. shall provide CITY with a request for payment accompanied by proper supporting documentation as further detailed in the attached Exhibit "B".
- 4.3 CITY shall pay HOPE South Florida, Inc. within 30 calendar days from receipt of HOPE South Florida, Inc.'s Request for Payment for those eligible services provided for in this Agreement. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement, must be submitted on the Request for Payment form, and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of HOPE South Florida, Inc. to comply with a term, condition, or requirement of this Agreement.
- 4.4 Payments to HOPE South Florida, Inc. shall be sent to:

Donna English
1100 N. Andrews Ave.
Fort Lauderdale, Florida 33311
- 4.5 Invoices shall not be honored if received by CITY later than 60 calendar days after expiration or termination of this Agreement, except invoices for audit costs and or impact fees which will be honored up to twelve 12 months after expiration or termination of this Agreement.
- 4.6 HOPE South Florida, Inc. shall pay its subcontractors and suppliers within ten days following receipt of payment from CITY for such contracted work or supplies. City shall not be liable to any subcontractors and/or suppliers retained by HOPE South Florida, Inc.
- 4.9 All SHIP Funds not expended prior to the expiration of the term of this Agreement by HOPE South Florida, Inc. shall remain in the custody and control of CITY. The CITY may reallocate unexpended SHIP Funds to other projects.

ARTICLE 5 - ASSURANCES

- 5.1 HOPE South Florida, Inc. shall comply with all applicable Federal, State, and CITY ordinances, codes and regulations, including, but not limited to, the affordable housing criteria provided under Sections 420.907 - 420.9079, Florida Statutes. Any conflict or inconsistency between any Federal, State, or CITY ordinance, code or regulation and this Agreement shall be resolved in favor of the more restrictive provision.
- 5.2 HOPE South Florida, Inc. shall act in accordance with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which states that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which HOPE South Florida, Inc. receives State financial assistance and will immediately take any measures necessary to effectuate this Agreement.
- 5.3 HOPE South Florida, Inc. shall act in accordance with Sections 503 and 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 in addressing the problem of discrimination against individuals with disabilities in such areas as employment, housing, public accommodations, education and transportation.

ARTICLE 6 - FINANCIAL RESPONSIBILITY

- 6.1 HOPE South Florida, Inc. shall provide to CITY annual financial statements prepared in accordance with generally accepted accounting principles and audited by an Independent Certified Public Accountant licensed by the State of Florida. HOPE South Florida, Inc. shall comply with the requirements of OMB Circular A-133 entitled "Audits of States, Local Government and Non-Profit Organizations," Chapter 10.550 Rules of the Auditor General, State of Florida, and SFAS 116, 117, and any revisions, to the extent they are applicable. The financial statements shall include a statement of financial position, a statement of activities, and a statement of cash flows. All SHIP Funds from CITY should be shown via explicit disclosure in the annual financial statements and/or the accompanying notes to the financial statements. Such financial disclosure information and management letters, if any, shall be filed with CITY within ninety (90) days after the close of HOPE South Florida, Inc.'s fiscal year or expiration or earlier termination of this Agreement. HOPE South Florida, Inc. shall be responsible for costs associated with the above-mentioned audit.
- 6.2 Any late submission of financial statements and management letters required in Section 7.1 above shall result in suspension of any payments due HOPE South Florida, Inc. under the terms of this Agreement, until such time as the financial statements and management letters are received by CITY and are in compliance

with this Article 6. However, during suspension of any payment as provided for in this Section 6.2, HOPE South Florida, Inc. shall not be excused from continuing to perform the Scope of Services under this Agreement.

- 6.3 Notwithstanding CITY's rights of termination set forth in Article 10, in the event HOPE South Florida, Inc., or any of its subcontractors, have caused any SHIP Funds to be expended in violation of this Agreement as determined by the Division Manager, HOPE South Florida, Inc. shall be required to refund such SHIP Funds in full to CITY unless the violation has been cured within thirty (30) days, and any subsequent request for payment by HOPE South Florida, Inc. in accordance with Section 4.3 above shall be withheld by CITY until such violation is cured to the satisfaction of CITY.
- 6.4 HOPE South Florida, Inc. shall have an adequate financial system and internal fiscal controls in accordance with CITY requirements.

ARTICLE 7 - INDEMNIFICATION

- 7.1 HOPE South Florida, Inc. shall at all times hereafter indemnify, hold harmless and, at the CITY Attorney's option, defend or pay for an attorney selected by the CITY Attorney to defend CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, arising out of or resulting from, or related to the subject matter of this Agreement and HOPE South Florida, Inc.'s performance under this Agreement, including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against CITY by reason of any such claim, cause of action or demand, HOPE South Florida, Inc. shall, upon written notice from CITY, resist and defend such lawsuit or proceeding by counsel satisfactory to CITY or, at CITY's option, pay for an attorney selected by the CITY Attorney to defend CITY. The provisions and 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 HOPE South Florida, Inc. under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by CITY. Nothing in this Agreement shall be construed to affect in any way the City's rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in Section 768.28, Florida Statutes. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement.

7.2 In the event HOPE South Florida, Inc. contracts with a third party contractor ("Contractor(s)") to provide any of the services set forth herein, any contract with such Contractor shall include the following provisions:

7.2.1 Indemnification: To the fullest extent permitted by law, Contractor shall indemnify and hold harmless CITY, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract. Nothing in this Agreement shall be construed to affect in any way the City's rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in Section 768.28, Florida Statutes. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement.

ARTICLE 8 - INSURANCE

8.1 HOPE South Florida, Inc. shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement the insurance coverage set forth in this Article, in accordance with the terms and conditions required by this article.

8.2 Without limiting any of the other obligations or liability of HOPE South Florida, Inc., HOPE South Florida, Inc. shall provide, pay for, and maintain in force throughout the contract term and any extension term(s), the insurance coverage's set forth in this section. HOPE South Florida, Inc. shall furnish Original certificates to the Community Development Division and receive approval by the City's Risk Manager, prior to the commencement of any work. Any sub-contractor used by the contractor shall supply such similar insurance required of the contractor. Such certificates shall name the City as an Additional Insured.

Notice of cancellation and/or restriction:

The policy(s) must be endorsed to provide the City with 30 days notice of cancellation and/or restriction.

Coverage shall be provided by a company of companies authorized to transact business in the State of Florida and the company must maintain a minimum rating of A1, V11, as assigned by the A.M. Best Company.

8.2.1. Comprehensive General Liability:

General Aggregate	\$ 300,000
(City must be listed as additional insured)	

8.2.3 Worker's Compensation Insurance:

Worker's Compensation Insurance covering the contractor and the contractor's employees not less than the following limits:

Each Accident	\$ 100,000
Disease Policy Limit	\$ 500,000
Disease Each Employee	\$ 100,000

8.2.4 Professional Liability

Recognizing that the work governed by this contract involves the furnishing of advice or services of a professional nature, the Contractor shall purchase and maintain, throughout the life of the contract, Professional Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor arising out of the work governed by this contract.

The minimum limits of liability shall be:

\$250,000 Each Claim / \$500,000 Aggregate

ARTICLE 9 - TERMINATION

- 9.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the City Commission. Termination for convenience by the City Commission shall be effective on the termination date stated in written notice provided by CITY, which termination date shall be not less than 30 days after the date of such written notice. This Agreement may also be terminated by the CITY Administrator upon such notice as the CITY Administrator deems appropriate under the circumstances in the event the CITY Administrator 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, which shall be effective 30 days after such notice of termination for cause is provided. CITY shall not be required to pay HOPE South Florida, Inc. for any of its Eligible Costs under this Agreement, as described in Section 9.4 and provided in Exhibit "B," Costs/Budget for Project, up to the date of termination, if CITY is not able to obtain such funding from the State of Florida for the payment of these costs.
- 9.2 This Agreement may be terminated for cause for reasons including, but not limited to, HOPE South Florida, Inc., HOPE South Florida, Inc.'s repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if the HOPE South Florida, Inc. is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if HOPE South Florida, Inc. provides a false certification submitted pursuant to Section 287.135, Florida Statutes.
- 9.3 Notice of termination shall be provided in accordance with Article 11, Notices, except that notice of termination by the CITY Administrator, which the CITY Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with Article 11, Notices.
- 9.4 In the event that HOPE South Florida, Inc. is under investigation or charged with violation of any state or federal law with respect to and directly related to HOPE South Florida, Inc.'s contractual relationship with CITY, this Agreement shall terminate immediately upon written notice from CITY to HOPE South Florida, Inc. in accordance with Article 11, Notices. In the event HOPE South Florida, Inc. is ultimately cleared of any wrongdoing, CITY shall pay HOPE South Florida, Inc. for Eligible Costs provided in Exhibit "B," Costs/Budget for Project, properly documented and committed to a third party up to the date of termination. For

purposes of this Agreement, properly documented and committed Eligible Costs means payment for services as invoiced as per Article 4 of this Agreement. However, after CITY provides notice of termination to CITY, CITY shall not encumber any SHIP Funds under this Agreement, and CITY shall not be required to pay HOPE South Florida, Inc. for any Eligible Costs for the Project under this Agreement up to the effective date of termination, that were not documented and committed prior to CITY providing notice of termination, if CITY is not able to obtain such funding from the State of Florida for the payment of these costs. However, if HOPE South Florida, Inc. is found to have violated any state or federal law relative to this Agreement, HOPE South Florida, Inc. shall be required to repay CITY all SHIP Funds that have been paid to HOPE South Florida, Inc.

- 9.5 In the event of termination of this Agreement for any reason, any amounts due HOPE South Florida, Inc. shall be withheld by CITY until all documents required to be furnished to CITY under this Agreement are provided to CITY in accordance with the terms of this Agreement.

ARTICLE 10 - SUSPENSION OF PAYMENTS

In any of the following events, CITY may provide notice to HOPE South Florida, Inc. in accordance Article 11, Notices, identifying the breach and suspend payments, in whole or in part, until such time as HOPE South Florida, Inc. comes into compliance as reasonably determined by CITY:

- 10.1 Ineligible use of SHIP Funds;
- 10.2 Failure to comply with the terms of this Agreement;
- 10.3 Failure to submit reports and documentation as required under this Agreement, including a favorable audit report;
- 10.4 Submittal of incorrect, incomplete, or fraudulent reports in any material respect; and
- 10.5 Until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved.

In the event CITY determines HOPE South Florida, Inc. does not, or is not able to come into compliance with the terms of this Agreement as referenced in this Article 10, CITY may elect to terminate this Agreement as provided for in Article 9 and seek whatever remedies are available to CITY.

ARTICLE 11 - NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following as the respective places for giving notice:

FOR CITY:

Anthony Grisby, Interim Manager
Community Development Division
2600 Hollywood Blvd., (Old Library)
Hollywood, Florida 33020

WITH A COPY TO: City Attorney
2600 Hollywood Blvd., Rm. 407
Hollywood, Florida 33020

FOR HOPE SOUTH FLORIDA, INC. OF FLORIDA, INC.:

Steve Werthman
1100 N. Andrews Ave.
Fort Lauderdale, Florida 33311

WITH A COPY TO: Kim Saiswick, Registered Agent
Kim.Saiswick@holy-cross.com

ARTICLE 12 - MISCELLANEOUS

12.1 EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Failure by HOPE South Florida, Inc. to carry out any of these requirements shall constitute a material breach of this Agreement, which shall permit the City Commission, to terminate this Agreement or to exercise any other remedy provided under this Agreement, or under the CITY Code of Ordinances, or under the CITY Administrative Code, or under applicable law, with all of such remedies being cumulative.

HOPE South Florida, Inc. shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as CITY deems appropriate.

HOPE South Florida, Inc. shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of CITY Code of Ordinances. HOPE South Florida, Inc. shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, HOPE South Florida, Inc. shall take affirmative steps to prevent discrimination in employment against disabled persons.

By execution of this Agreement, HOPE South Florida, Inc. represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. CITY hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle CITY to terminate this Agreement and recover from HOPE South Florida, Inc. all monies paid by CITY pursuant to this Agreement, and may result in debarment from CITY's competitive procurement activities.

12.2 PUBLIC RECORDS

CITY is a public agency subject to Chapter 119, Florida Statutes. To the extent HOPE South Florida, Inc. is acting on behalf of CITY pursuant to Section 119.0701, Florida Statutes, HOPE South Florida, Inc. shall:

- 12.2.1 Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by CITY were CITY performing the services under this Agreement;
- 12.2.2 Provide the public with access to such public records on the same terms and conditions that CITY would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 12.2.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

12.2.4 Meet all requirements for retaining public records and transfer to CITY, at no cost, all public records in its possession upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to CITY in a format that is compatible with the information technology systems of CITY.

The failure of HOPE South Florida, Inc. to comply with the provisions set forth in this Section 12.3 shall constitute a default and breach of this Agreement, and CITY shall enforce the default in accordance with the provisions set forth in Article 9.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CITY'S CITY CLERK, CUSTODIAN OF PUBLIC RECORDS AT 954-921-3211, AND THE CONTRACT ADMINISTRATOR AT 954-921-3271, 2600 HOLLYWOOD BOULEVARD, HOLLYWOOD, FL 33020.

12.3 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of HOPE South Florida, Inc. and its subcontractors that are related to this Project for the period of time required by the Florida Public Records Act, Chapter 119, Florida Statutes. HOPE South Florida, Inc. and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of HOPE South Florida, Inc. and its subcontractors 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, HOPE South Florida, Inc. or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

HOPE South Florida, Inc. and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or five (5) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. 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.

HOPE South Florida, Inc. shall ensure that the requirements of this Section 12.4 are included in all agreements with its subcontractor(s).

12.4 INDEPENDENT CONTRACTOR

HOPE South Florida, Inc. is an independent contractor under this Agreement. Services provided by HOPE South Florida, Inc. pursuant to this Agreement shall be subject to the supervision of HOPE South Florida, Inc. In providing such services, neither HOPE South Florida, Inc. nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to HOPE South Florida, Inc. or HOPE South Florida, Inc.'s agents any authority of any kind to bind CITY in any respect whatsoever.

12.5 PRIOR AGREEMENTS

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

12.6 AMENDMENTS

The Parties may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, and objectives. Except for the provisions set forth in this Section 12.7, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the City Commission and HOPE South Florida, Inc. or others delegated authority to or otherwise authorized to execute same on their behalf. Such amendments shall in be in writing and the CITY Manager is authorized to execute amendments that change the term of the Agreement, reduce funding, or that change the Project, so long as the Project consists of eligible activities under Sections 420.907 - 420.9079, Florida Statutes, and Chapter 67-37, Florida Administrative Code. The Division Manager shall be authorized to approve amendments for Project Schedule/Timeline set forth in Exhibit "C", line item changes to the budget information set out in Exhibit "B," Costs/Budget for Project, provided such changes do not result in an increase in the funding amount set forth in this Agreement and such changes shall be in the form of an amendment to this Agreement.

12.7 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. HOPE South Florida, Inc. is permitted to subcontract the performance of services required by this Agreement in accordance with the terms and conditions set forth herein. CITY may terminate this Agreement, effective immediately, if there is any

assignment, or attempted assignment, transfer, or encumbrance, by HOPE South Florida, Inc. of this Agreement or any right or interest herein without CITY's written consent.

HOPE South Florida, Inc. represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

HOPE South Florida, Inc. shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of HOPE South Florida, Inc.'s performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

12.8 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY, and, if a copyright is claimed, HOPE South Florida, Inc. grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by HOPE South Florida, Inc., whether finished or unfinished, shall become the property of CITY and shall be delivered by HOPE South Florida, Inc. to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to HOPE South Florida, Inc. shall be withheld until all documents are received as provided herein.

12.9 CONFLICTS

Neither HOPE South Florida, Inc. nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with HOPE South Florida, Inc. loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

None of HOPE South Florida, Inc.'s officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he, she, or HOPE South Florida, Inc. 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, which 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 HOPE South Florida, Inc. or any persons in any way from representing

themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

HOPE South Florida, Inc. shall require its subcontractors, by written contract, to comply with the provisions of this section to the same extent as HOPE South Florida, Inc.

12.10 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 Parties acknowledge that jurisdiction of any controversies or legal disputes arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, HOPE SOUTH FLORIDA, INC. AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, ARISING FROM, OR IN CONNECTION WITH THIS AGREEMENT.**

12.11 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or HOPE South Florida, Inc. elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days of final court action, including all available appeals.

12.12 COMPLIANCE WITH APPLICABLE LAWS

HOPE South Florida, Inc. shall comply with all applicable federal, state, and CITY laws, ordinances, codes, and regulations. Any conflict or inconsistency between the federal, state, or CITY guidelines or regulations and this Agreement shall be resolved in favor of the more restrictive guidelines or regulations. HOPE South Florida, Inc. shall comply with applicable provisions of the uniform requirements described in Florida Administrative Code 67-37 with regard to management and implementation of the program. The text of Florida Administrative Code, as amended, has been provided to HOPE South Florida, Inc. in its entirety as Exhibit "E" of this Agreement. HOPE South Florida, Inc. agrees to comply with any amendments or revisions to said rules, regulatory provisions or directives as may be promulgated by the State of Florida.

12.13 PUBLIC ENTITY CRIME ACT

HOPE South Florida, Inc. represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by CITY pursuant to this Agreement, and may result in debarment from CITY's competitive procurement activities.

In addition to the foregoing, HOPE South Florida, Inc. further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" 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 HOPE South Florida, Inc. has been placed on the convicted vendor list.

12.14 THIRD PARTY BENEFICIARIES

Neither HOPE South Florida, Inc. 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.

12.15 MATERIALITY AND WAIVER OF BREACH

Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof.

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.

12.16 JOINT PREPARATION

The Parties and their counsel have participated fully in the drafting of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

12.17 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 12 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 12 shall prevail and be given effect.

12.18 INTERPRETATION

The headings contained in this Agreement are for reference purposes only and shall not affect in any way 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.

12.19 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the Parties. The attached Exhibits "A" - "D" are incorporated into and made a part of this Agreement. The rules and regulations related to use of SHIP Funds shall be incorporated herein by reference.

12.20 SURVIVAL

Either party's right to monitor, evaluate, enforce, audit and review, and any assurances, obligations to indemnify or insure, and items of financial responsibility shall survive the expiration or earlier termination of this Agreement.

12.21 COOPERATION

The Parties shall execute, acknowledge, deliver, and cause to be done, executed, acknowledged, and delivered, all such further documents and perform such acts as shall reasonably be requested of it to carry out this Agreement and give effect hereto. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the Parties declare their intention to cooperate with each other in effectuating the terms of this Agreement.

12.22 WAIVER OF CLAIMS

HOPE South Florida, Inc. shall waive any claim it may have against CITY, and its agents, servants, and employees for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part thereof, or by any judgment of award in any suit or proceeding declaring this Agreement null, void, or voidable, delaying the same or any part thereof, from being carried out.

12.23 CUMULATIVE RIGHTS

All rights and remedies of CITY hereunder or at law or in equity are cumulative and shall be in addition to any other rights and remedies available. The exercise of any right or remedy shall not be taken to exclude or waive the right to the exercise of any other. Failure by CITY to promptly exercise any of its rights shall not operate to forfeit or be treated as a waiver of any such rights.

12.24 SPECIFIC PERFORMANCE

In addition to all other remedies, HOPE South Florida, Inc.'s obligations contained herein shall be subject to the remedy of specific performance by appropriate action commenced in a court of proper jurisdiction.

12.25 FORCE MAJEURE

If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the

exercise of any right the Parties may otherwise have to terminate this Agreement.

12.26 DESIGNATED REPRESENTATIVE

HOPE South Florida, Inc. Designated Representative for this Project is Ted Greer Jr., Chief Executive Officer.

12.27 EXECUTION AUTHORITY

The individual executing this Agreement on behalf of HOPE South Florida, Inc. personally warrants that he or she has full authority to execute this Agreement on behalf of HOPE South Florida, Inc.

12.28 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: CITY OF HOLLYWOOD, Florida through its CITY COMMISSION, signing by and through its Mayor, authorized to execute same by Commission action on the _____ day of _____, 2020 and HOPE South Florida, Inc. signing by and through its Chief Executive Officer duly authorized to execute same.

ATTEST:

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

By: _____
JOSH LEVY, MAYOR

PATRICIA A. CERNY, MMC
CITY CLERK

Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR
THE USE AND RELIANCE OF
THE CITY OF HOLLYWOOD,
FLORIDA, ONLY.

APPROVED BY:

DOUGLAS R. GONZALES,
CITY ATTORNEY

APPROVED BY:

CINTYA RAMOS, DIRECTOR
FINANCIAL SERVICES
DEPARTMENT

WITNESSES:

HOPE SOUTH FLORIDA, INC. OF
FLORIDA, INC.

Signature

Print Name

Signature

Print Name

By _____

Name _____

Title _____

____ day of _____, 2020.

EXHIBIT "A"

PROJECT DESCRIPTION

SHIP Funds: \$510,000.00

Project Description – Rent and Utility Assistance

SHIP Funds in the amount of \$510,000.00 provided by CITY under this Agreement shall be used by HOPE South Florida, Inc. to provide rental and utility assistance to City of Hollywood residents under the following eligibility criteria:

1. A tenant beneficiary(s) shall be a United States Citizen or legal resident, eligible to receive federal assistance as defined in Title 8 of the U.S.C. and 24 CFR Section 570.613.
2. The tenant beneficiary's total household income must not exceed 80% Area median Income (AMI), adjusted for family size, at the time of application.
3. The tenant beneficiary must reside within the corporate limits of the City of Hollywood and had residency within the corporate limits of the City of Hollywood as of the date the COVID-19 Health Emergency was officially declared by Governor of the State of Florida.
4. The tenant beneficiary must have a lease in their name.
5. The tenant beneficiary or household member must not have liquid assets that exceed the benefit cap of the Eviction Prevention/Rental Assistance Program.
6. The Eviction Prevention/Rental Assistance Program is created to assist eligible households with temporary rental and utility assistance in order to avoid displacement due to loss of income, reduction in hours, or unemployment as a result of the COVID-19 Health Emergency.
7. The tenant beneficiary must have documentable information to evidence loss of income, reduction in hours, or unemployment as a result of the disaster/emergency that contributed to non-payment of rental and/or utility payments or inability to pay future rent and/or utility payments.

Funds will be awarded to eligible applicants in need of rent and utility assistance to remedy a risk of homelessness situation. The maximum expenditure per beneficiary is \$5,000.00. The funds allocated will pay for rental and utility assistance for a period not to exceed three (3) month's rent and utilities.

EXHIBIT "B"

COSTS/BUDGET FOR PROJECT
STATE OF FLORIDA ALLOCATION
FOR
FISCAL YEAR 2016-2017, 2017-2018, and 2018-2019

Total SHIP project funding shall not exceed \$510,000.00. Subgrantee will be paid on the basis of meeting the established performance objective of providing rental and utility assistance of up to three months not to exceed \$5,000.00.

Budget Narrative

HOPE South Florida, Inc. will be paid a start-up allocation of \$112, 500.00 to cover the first quarter administrative expense and rental and utility assistance payments for a minimum of 20 clients.

After HOPE South Florida has provided proof of assistance to the minimum amount of 20 clients, HOPE South Florida, Inc. will be reimbursed each month thereafter for rental and utility assistance payments paid to eligible Hollywood residents.

Starting in the second quarter and each quarter thereafter, HOPE South Florida, Inc. will be paid a quarterly administrative expense of \$12,500.00 per quarter.

HOPE South Florida, Inc. will be paid based on performance and approval of eligible project expenses incurred. The process for requesting contract reimbursement is as follows:

HOPE South Florida, Inc. shall submit a summary invoice that clearly details monthly project expenses per client in table form. Said summary invoice shall detail reimbursement request for each category as listed in the budget and/or is permitted by Exhibit "A".

The example below will satisfy the requirement but is not a mandatory format.

Client. Info.	Rental Subsidy	Utility Assistance	Total Assistance
1	\$0.00	\$0.00	\$0.00
2	\$0.00	\$0.00	\$0.00
Quarterly Admin.			\$12,500.00
Total	\$0.00	\$0.00	\$510,000.00

The summary invoice shall be accompanied by acceptable evidence of indebtedness. The invoice must be accompanied by a monthly performance report further described in Exhibit "C".

EXHIBIT "C"

PERFORMANCE REPORTS

Beginning the first day of the second program month (July 1, 2020) and each month thereafter, HOPE South Florida, Inc. will submit program performance reports to the Community Development Division. The report shall explain any problems encountered with the project's implementation, the selection policy statement including any preferences for individual with special needs, clearly indicate the names of the continuum of care referral agency, and attendance of clients who are receiving rental subsidies. The performance report must include the following:

I. Beneficiary Information:

- a) Client last name
- b) Household size
- c) Hispanic or Latino
- d) Race
- e) Type Client (i.e.) single/not elderly/single parent/two parents, etc.
- f) Household Income (as a percentage of Area Median income)

II. Unit and Contract Information:

- a) Number of bedrooms
- b) Monthly rent
- c) Rental assistance amount
- d) Utility assistance amount
- e) Lease term

The Division Manager shall be authorized to approve amendments for Project Schedule/Timeline set forth in Exhibit "C".

EXHIBIT "D"
TIMETABLE/SCHEDULE FOR PROJECT(S)

Work Task	Completion Date
Screening of clients for intake	Ongoing
Assignment to case management and review and update of any established care plans as appropriate.	6/17/2020
Assist with rental and utility needs. Assist with Eviction Prevention Needs	6/17/2020
A minimum of 92 clients served	6/17/2021