

AGREEMENT
BETWEEN
CITY OF HOLLYWOOD, FLORIDA
AND

South Florida Institute on Aging, Inc.
Foster Grandparent Program

A COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT

THIS AGREEMENT made and entered this 15 day of October, 2019, by and between the CITY OF HOLLYWOOD, FLORIDA a municipal corporation of the State of Florida, (hereinafter "**CITY**") and South Florida Institute on Aging, Inc., a not-for-profit organization authorized to do business in the State of Florida, its successors and assigns, whose Federal I.D. No. is 59-1297932 and whose DUNS number is 555960012 hereinafter "**SUBGRANTEE**").

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the DEFINITIONS and IDENTIFICATIONS set forth below are assumed to be true and correct and are agreed upon by the parties

ASSURANCES: means those assurances made by **SUBGRANTEE** to CITY as specifically set forth in this Agreement.

CITY OF HOLLYWOOD COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM or **PROGRAM** means the Community Development Program applied for by CITY OF HOLLYWOOD, FLORIDA and awarded by the United States Department of Housing and Urban Development as authorized pursuant to Title I, Housing and Community Development Act of 1974, Public Law 93-383, as amended.

CDBG FUNDS: means the Community Development Block Grant Funds; the funds given to **SUBGRANTEE** pursuant to the terms of this Agreement.

BOARD: means the Community Development Advisory Board as established by the City Commission of the City of Hollywood, Florida in accordance with Resolution No. R-2015-168.

CITY: means City of Hollywood, Florida, a municipal corporation of the State of Florida.

DEPARTMENT: means the Department of Development Services, Community Development Division of the City of Hollywood.

GRANTEE: means City of Hollywood, Florida, as Grantee of the City of Hollywood Community Development Block Grant Program.

H.U.D.: means the United States Department of Housing and Urban Development.

PROJECT(S): means the project or projects set forth in Article III hereof and Exhibit "A" entitled "Project Description".

CFR: means the Code of Federal Regulations, the codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the Federal Government.

OMB: means the Office of Management and Budget, the largest component of the Executive Office of the President. It reports directly to the President and helps a wide range of executive departments and agencies across the Federal Government to implement the commitments and priorities of the President.

RULES AND REGULATIONS OF H.U.D.: means 24 CFR §570, "Community Development Block Grant Regulations", OMB Circular A-133, "Cost Principles for Nonprofit Organizations"; and OMB Circular A-110, "Uniform Administrative Requirements", as amended from time to time.

SUBGRANTEE: means **South Florida Institute on Aging**, a nonprofit organization as sub-grantee for the Project included in the City of Hollywood Community Development Block Grant Program.

ARTICLE II **PREAMBLE**

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1 Title I of the Housing and Community Development Act of 1974, P.L. 93-383, consolidated several existing categorical programs for community development into a single program of Community Development Block Grants ("CDBG") for the purpose of allowing local discretion as to the determination of needs and priorities for a community development program. The needs and priorities of community development in the CITY were determined by the Board participating in the City of Hollywood Community Development Block Grant Program.
- 2.2 Pursuant to 24 CFR §570.200(a) and 24 CFR §570.301 of the Rules and Regulations of H.U.D., the Project(s) was included in the City of Hollywood Community Development Block Grant Program submission to H.U.D. It was determined that the proposals funded under this Project(s) would address one or more of the following three national objectives:

- (a) Activities benefiting low and moderate-income persons (household income at or below 80% of the area median income).
 - (b) Activities which aid in the prevention or elimination of slums or blight.
 - (c) Activities designed to meet community development needs having a particular urgency because conditions pose a serious and immediate threat to the health or welfare of the community.
- 2.3 Under the Rules and Regulations of H.U.D., CITY is the administrator for the Program and the CITY is mandated to comply with various statutes, rules and regulations of the United States and the Rules and Regulations of H.U.D., as to the allocation and expenditure of funds as well as protecting the interests of certain classes of individuals who reside in the City of Hollywood, Florida.
 - 2.4 CITY is mandated by H.U.D. to conduct all programs and activities relating to housing and community development in a manner which will affirmatively further fair housing.
 - 2.5 Where applicable, CITY will fund only those **SUBGRANTEES** who have taken steps to promote fair housing in accordance with 24 CFR Part 100.
 - 2.6 CITY is desirous of disbursing the funds to **SUBGRANTEE**. However, as administrator for the Program, CITY desires to obtain the assurances from **SUBGRANTEE**, and **SUBGRANTEE** so assures CITY that **SUBGRANTEE** will comply with the statutes, rules and regulations of the United States, the Rules and Regulations of H.U.D., the State of Florida, and applicable codes and regulations of CITY relating to the Project(s) and the Program, as a condition precedent to the release of such funds to **SUBGRANTEE**.
 - 2.7 This Agreement is subject to the availability of funds as more specifically described in Article IV and Article XI hereof.

ARTICLE III PROJECT(S)

SUBGRANTEE hereby agrees to provide and implement the Foster Grandparent Program. This proposal was submitted and approved in the City of Hollywood, Florida's Budget 2019-2020 year process. Such Project is more specifically described and set forth in the attached Exhibit "A".

ARTICLE IV FUNDING AND METHOD OF PAYMENT

- 4.1 The maximum amount payable by the CITY under this Agreement shall be **\$18,000.00**. This shall be the maximum expenditures authorized for payment by the City under this

agreement. In no event shall the CITY be liable for any sum exceeding the above stated amount.

- 4.2 CITY agrees to fund **SUBGRANTEE** for the eligible Project(s) expenses incurred as provided for in the attached Exhibit "B" provided that a suspension of payment as set forth in Article XII has not occurred, and provided further that **SUBGRANTEE** complies with the procedures for invoices and payments as set forth in Article V.

ARTICLE V
PROCEDURES FOR INVOICING AND PAYMENT

- 5.1 **SUBGRANTEE**, shall adhere to the procedures set forth herein and shall invoice CITY on a quarterly basis which shall include the following documentation:

- (a) **SUBGRANTEE** shall provide CITY with an executed original of any contracts or subcontracts authorizing the work to be done on the Project(s).
 - 1. Any work or services subcontracted hereunder shall be specifically authorized by written contract, written agreement, or purchase order and such subcontract shall incorporate this Agreement by reference. Proper documentation in accordance with city, state and federal guidelines and regulations must be submitted to and approved by the Department prior to the execution of any subcontract hereunder. In addition, all subcontracts shall be subject to all applicable federal, state, county, city, and local laws, regulations and ordinances.
 - 2. Any of the work or services that shall be subcontracted, including but not limited to consulting work or services covered by this Agreement, shall be submitted in writing prior to the first payment request according to this contract.
 - 3. All purchasing for consumables, capital equipment, supplies, and services shall be made by purchase order or by a written contract in conformity and in full compliance with the procedures prescribed by federal laws and regulations.
- (b) **SUBGRANTEE** shall not use the funds allotted under this Agreement for any purpose other than the purpose set forth in Article III.
- (c) **SUBGRANTEE** shall provide CITY with Project budget information in conformity with the procedures prescribed by the Project Operations Manual, including OMB Circular A-133, "Cost Principles for Nonprofit Organizations," incorporated herein by reference.
- (d) Request by **SUBGRANTEE** for payment shall be accompanied by all proper documentation and shall be submitted to the Department for approval no later than 30 days after the last date covered by the request. **SUBGRANTEE** shall submit proper documentation with each quarter's payment reimbursement request.

- (e) For purposes of this section, true and correct copies of invoices, receipts, or other evidence of indebtedness, shall be considered proper documentation. Invoices shall not be honored if received by CITY later than ten days after expiration or termination of this Agreement except invoices for audit costs which may be paid of submitted not later than 12 months after expiration or termination of this Agreement.
 - (f) In addition, **SUBGRANTEE** shall provide CITY with quarterly progress reports as provided in Exhibit "C", attached hereto and incorporated herein by reference, and made a part hereof.
- 5.2 Upon receiving the invoices, reports and other materials as described in this Article, the Department may audit such bid awards, contracts, reports and invoices to determine whether the items invoiced have been completed and that the invoiced items are proper for payment.
 - 5.3 Upon determination by the Department that the services or material invoiced have been received or completed, the Department shall authorize payment to **SUBGRANTEE** the amount the Department determines to be payable, pursuant to the audit. CITY agrees that it shall make its best efforts to pay **SUBGRANTEE** within 30 calendar days after proper presentation of invoices and reports approved by **SUBGRANTEE** director or officer and the Department director or his/her designee. In no event shall CITY provide advance funding to **SUBGRANTEE**. Further, CITY agrees to make payment and reimburse all budgeted costs available under federal, state, city and county guidelines.
 - 5.4 **SUBGRANTEE** shall have an adequate financial system and internal fiscal controls in accordance with H.U.D. and CITY requirements.
 - 5.5 For CDBG-funded construction projects, **SUBGRANTEE** agrees to notify the Department in writing, at least 48 hours in advance of the date that work on the Project will be initiated in order that on-site inspections may be conducted by CITY.
 - 5.6 **SUBGRANTEE** agrees to invoice the CITY for all funds allocated to the Project by 10/7/2020. All funds not expended within the term of this Agreement shall remain in the custody and control of CITY, and shall be funds of the CITY.

ARTICLE VI
IMPLEMENTATION AND TIMETABLE

SUBGRANTEE agrees to implement the Project and comply with the timetable set forth in the attached Exhibit "D". All timeframes set forth in Exhibit "D" shall be completed within 30 days for each checkpoint step. Failure to comply with the implementation schedule timetable for each checkpoint shall warrant a review by department staff to determine the appropriate measures for the **SUBGRANTEE** to cure the delay in implementation of such timetables. Such evaluation is necessary in order for staff to determine the possibility of reprogramming funds due to non-compliance. Failure to comply with the implementation schedule within 60 days after the initial review by department staff of the timetable checkpoints may be cause for a recommendation from the department that all uncommitted and unexpended funds be transferred to the contingency account or be reprogrammed, consistent with this agreement and the Housing and Community Development Act of 1974, as amended from time to time.

ARTICLE VII
ASSURANCES

- 7.1 **SUBGRANTEE** hereby agrees to comply with the provisions of Section 202, Executive Order 11246 and with the guidelines for applicants on equal opportunity obligations for CDBG Funds in regard to construction contracts.
- 7.2 **SUBGRANTEE** hereby agrees to submit to the Department at least two weeks prior to the actual date, written notification of all pre-bid conferences and construction contracts.
- 7.3 **SUBGRANTEE** hereby agrees to comply with all applicable federal, state and local laws, ordinances, codes, guidelines and regulations. Any conflict or inconsistency between the above federal, state or local laws, guidelines or regulations and this Agreement shall be resolved in favor of the more restrictive laws, guidelines or regulations.
- 7.4 **SUBGRANTEE** hereby agrees to act in accordance with Title VI of the Civil Rights Act of 1964, as amended from time to time, Title VIII of the Civil Rights Act as amended, Section 103 of Title I of the Housing and Community Development Act of 1974, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, as amended from time to time, the Age Discrimination Act of 1975, as amended, and any other applicable federal, state and local laws prohibiting discrimination in employment, housing and project or program participation. In accordance with federal and state regulations, **SUBGRANTEE** agrees that no client or subcontractors of **SUBGRANTEE** will be excluded from participation in, or be denied the benefits of participation on the grounds of race, color, religion, creed, national origin, age, sex, familial status or handicap; further that no person will otherwise be subjected to discrimination under any program or activity for which **SUBGRANTEE** receives federal financial assistance or **SUBGRANTEE** will immediately take any measures necessary to effectuate this Agreement. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to **SUBGRANTEE**, this assurance shall obligate **SUBGRANTEE** or, in the case of any transfer of such property, any transferee,

for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

- 7.5 **SUBGRANTEE** hereby agrees, if applicable, to inform affected persons of these benefits, policies, and procedures provided for under H.U.D. regulations.
- 7.6 **SUBGRANTEE** hereby agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private material gain for themselves or others, with whom they have family, business employment or other ties.
- 7.7 **SUBGRANTEE** hereby agrees further that it shall be bound by the standard terms and conditions used in the Grant Agreements and such other rules, regulations or requirements as H.U.D. may reasonably impose, in addition to the aforementioned assurances provided at, or subsequent, to the execution of this Agreement, by the parties hereto.
- 7.8 **SUBGRANTEE** hereby agrees to comply with OMB Circular A-110, as it relates to the acquisition and disposition of nonexpendable personal property. OMB Circular A-110 incorporated herein by reference and made a part hereof.
- 7.9 Except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight households, where there is construction work of over \$2,000.00 financed in whole or in part with CDBG Funds under this Agreement, **SUBGRANTEE** agrees to adhere to the Davis-Bacon Act, 40 U.S.C. §276A-276A-5, as amended, which requires all laborers and mechanics working on the Project to be paid not less than prevailing wage rates as determined by the Secretary of Labor.
- 7.10 **SUBGRANTEE** hereby agrees that CDBG Funds shall not be used for religious activities or provided to primarily religious entities for any activities, including secular activities.
- 7.11 **SUBGRANTEE** hereby agrees to administer, in good faith, a policy designed to assure a work place free from the illegal use, possession or distribution of drugs or alcohol by its employees and/or beneficiaries.
- 7.12 **SUBGRANTEE** acknowledges it cannot use CDBG Funds for payment of impact or similar fees, **SUBGRANTEE** must attempt to secure a waiver of such impact fees. If **SUBGRANTEE** is unsuccessful in obtaining a waiver, **SUBGRANTEE** hereby acknowledges that CDBG Grant Funds may not be utilized for payment of impact fees.
- 7.13 **SUBGRANTEE** hereby agrees that applicants for rehabilitation assistance, tenants whose housing is being rehabilitated and purchasers of HUD-associated housing will be provided with information concerning the dangers of Lead-Based Paint.

7.14 **SUBGRANTEE** hereby agrees that:

- (a) Federally appropriated funds have not been paid or will not be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

ARTICLE VIII
FINANCIAL RESPONSIBILITY

- 8.1 **SUBGRANTEE** hereby gives CITY, H.U.D., and the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents relating to the Project(s).
- 8.2 **SUBGRANTEE** hereby agrees to maintain books, records and documents in accordance with standard accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by CITY under this Agreement.
- 8.3 **SUBGRANTEE** hereby agrees that if it has caused any funds to be expended in violation of this Agreement, it shall be responsible to refund such funds in full to CITY from nonfederal resources, or if this Agreement is still in force, any subsequent request for payment shall be withheld by CITY.
- 8.4 **SUBGRANTEE** must comply with OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. **SUBGRANTEE** agrees to provide a program specific audited financial statement prepared by a certified public accountant. If **SUBGRANTEE** receives in excess of 50% of its organizational funding through grant sources, **SUBGRANTEE** shall agree to provide to the CITY an organization-wide audited annual financial statement. All grant funds from the CITY should be shown via explicit

disclosure in the annual financial statements and/or the accompanying notes to the financial statements. The cash match and in-kind contributions should also be shown. Such financial disclosure information shall be filed with CITY within 90 days after the close of **SUBGRANTEE'S** fiscal year. **SUBGRANTEE** is responsible for costs associated with the above-mentioned audit. Only costs associated with an audit of CDBG Funds shall be charged as an eligible program cost. However, any costs associated with an audit of CDBG Funds must be incurred prior to the expiration or termination of this Agreement. These costs may be charged on a direct basis or by proration or cost allocation. To ensure compliance with these auditing requirements, **SUBGRANTEE** should initiate the audit process prior to the end of the fiscal year. Selection of an auditor should be completed by the end of the third quarter of **SUBGRANTEE'S** fiscal year.

- 8.5 **SUBGRANTEE** hereby agrees and understands that all funding authorization through a CDBG shall be used only for eligible activities specifically outlined in this Agreement. **SUBGRANTEE** shall demonstrate significant material progress within the timetable in Exhibit "D", attached hereto incorporated herein by reference and made a part hereof. In the event such material progress is neither evidenced nor commenced within said timetable, the CDBG Funds shall revert to CITY as provided in this Agreement, and shall be used by CITY at its discretion for reallocation to other eligible CDBG projects.
- 8.6 Program income generated as a result of receipt of CDBG Funds shall be retained by the **SUBGRANTEE**. Additionally, this income should be added to funds committed to the Project(s) by the **SUBGRANTEE** and used proportionally to the original funding allocation to further eligible program objectives. Expenditure of program income is subject to the conditions prescribed by H.U.D. and by the terms of this Agreement.

The amount of program income generated by an activity in a contract period will be taken into consideration in determining the total dollars to be awarded for a subsequent period.

- 8.7 CITY shall have the right to audit and monitor any Project income as a result of a CDBG activity.
- 8.8 **SUBGRANTEE** is required to and hereby agrees to account for program income related to the Project financed in whole or part with CDBG Funds.
- 8.9 Any real property under the **SUBGRANTEE'S** control that was acquired or improved in whole or part with Federal Funds in excess of \$300,000.00 shall either be:
- (a) Used to meet one of the National Objectives in 24 CFR §570.208, as amended, until five years after the expiration of this Agreement; or
 - (b) Disposed of in a manner that result in CITY being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to the expenditure of non-CDBG Funds for acquisition of or improvement to the property

ARTICLE IX
INDEMNIFICATION CLAUSE

- 9.1 The **SUBGRANTEE** agrees to indemnify, defend and hold harmless the CITY, its officers, agents and employees against any loss, damage or expense (including all costs, reasonable attorneys and appellate fees) suffered by CITY from (a) any claim, demand, judgment, decree, or cause of action of any kind or nature arising out of any error, omission, or negligent act of **SUBGRANTEE**, its agents, servants, or employees, in the performance of services under this Contract, (b) any breach or misconduct by the **SUBGRANTEE** of this Contract, (c) any inaccuracy in or breach of any of the representations, warranties or covenants made by the **SUBGRANTEE** herein, (d) any claims, suits, actions, damages or causes of action arising during the term of this Contract for any personal injury, loss of life or damage to property sustained by reason or as a result of performance of this Contract by the **SUBGRANTEE** and the **SUBGRANTEE'S** agents, employees, invitees, and all other persons, claims, suits, actions, damages or causes of action for any personal injury, loss of life or damage to property sustained by reason or as a result of the presence of the **SUBGRANTEE** and the **SUBGRANTEE'S** agents, employees, invitees, and all other persons, and (e) any **SUBGRANTEE** acknowledges and agrees that CITY would not enter into this contract without this indemnification of CITY by **SUBGRANTEE**, and that CITY'S entering into this contract shall constitute good and sufficient consideration for this indemnification. Such obligation to indemnify and hold harmless shall continue notwithstanding any negligence or comparative negligence on the part of the CITY relating to such loss or damage and shall include all costs, expenses and liabilities incurred by the CITY in connection with such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceedings brought thereon and any order, judgment or decree which may be entered in any such action or proceeding as a result thereof. These provisions shall survive the expiration or earlier termination of the Agreement. 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 §768.28, Florida Statutes. This indemnification provision shall survive the cancellation or expiration of this contract, as applicable.
- 9.2 The CITY gives as independent and specific consideration the sum of \$10.00 for the granting of this indemnification/hold harmless. The receipt and sufficiency of this consideration is acknowledged by **SUBGRANTEE**. If construction and/or design work is being funded by this contract these provisions will be interpreted to comply with the applicable provisions of §725.06 and §725.08, Florida Statutes, applicable. This indemnification/hold harmless shall not include claims arising directly from the gross negligence, willful, wanton, or intentional misconduct or act of the City, its employees or agents. This indemnity/hold harmless shall be limited to either the construction cost of the project or \$1,000,000.00, whichever is less.

ARTICLE X
EVALUATION AND MONITORING

SUBGRANTEE agrees that the Department will carry out periodic monitoring and evaluation activities based upon the Risk Analysis performed by the Department. Based upon the Risk Analysis, the **SUBGRANTEE** is considered to be Low Risk whereby the City's monitoring and evaluation schedule will be as set forth in the attached Exhibit "G". The continuation of this Agreement is dependent upon satisfactory evaluation conclusions. Such evaluation will be based on the terms of this Agreement, comparisons of planned versus actual progress relating to Project scheduling, budget, in-kind contributions and output measures. Upon request **SUBGRANTEE** agrees to furnish to the Department Director, CITY or their designees, such records and information, including copies and/or transcripts, as is determined necessary by the Department or CITY. **SUBGRANTEE** shall submit on a quarterly basis, and at other times upon the request of the Department Director, information and status reports required by Department, CITY or H.U.D. on forms approved by the Department Director.

The quarterly report shall survive the termination of this Agreement and continue until all periodic monitoring and evaluation activities as determined by the Department are necessary. The continuation of this Agreement is contingent upon satisfactory evaluation conclusions.

ARTICLE XI
TERM OF AGREEMENT

- 11.1 This Agreement is contingent upon the availability of funds. Should funds no longer be available, this Agreement shall terminate upon no less than 24 hours' notice in writing to **SUBGRANTEE**. Said notice shall be delivered by electronic mail to the registered agent listed in the agreement, or in person, with proof of delivery. CITY shall be the final authority as to the availability of funds. CITY shall not be liable to **SUBGRANTEE** if funding is not available.
- 11.2 If, through any cause, **SUBGRANTEE** fails to commence work on the Project, as set forth in the attached Exhibit "D", within three months from the date of execution of this Agreement, or fails to fulfill in timely and proper manner its obligation under this Agreement, or if **SUBGRANTEE** shall violate any of the covenants, terms or conditions, or stipulations of this Agreement, CITY shall thereupon have the right to terminate this Agreement or suspend payment in whole or part by giving written notice to **SUBGRANTEE** of such termination or suspension of payment and specifying the effective date thereof, at least five days before the effective date of termination or suspension. If payments are withheld, the Department shall specify in writing the actions that must be taken by **SUBGRANTEE** as a condition precedent to resumption of payments and should specify a reasonable date for compliance.

- 11.3 In the event of termination, and upon expiration of this contract, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared, capital equipment and any other assets secured by **SUBGRANTEE** with CDBG Funds under this contract shall be promptly given to the CITY within 30 days of the expiration or cancellation date.
- 11.4 Notwithstanding the above, **SUBGRANTEE** shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this Agreement by **SUBGRANTEE**, and CITY may withhold any payments to **SUBGRANTEE**, for the purposes of set-off until such time as the exact amount of damages is determined.
- 11.5 In the best interests of the program and in order to better serve the people in the target areas and fulfill the purposes of the Act, either party may terminate this Agreement upon 30 days' notice in writing of its intent to terminate, stating the party's reasons for doing so. In the event CITY terminates the Agreement, CITY shall pay **SUBGRANTEE** for documented committed eligible costs subject to the conditions set forth in subsection 11.4 above.

ARTICLE XII SUSPENSION OF PAYMENTS

The parties hereby agree that the following events are sufficient cause for suspension of payments. Such events include but are not limited to:

- (a) Ineffective or improper use of CDBG Funds;
- (b) Failure to comply with the work program or terms of this Agreement;
- (c) Failure to submit reports as required, including a favorable audit report;
and
- (d) Submittal of incorrect or incomplete reports in any material respect.
- (e) Breach of this Agreement by **SUBGRANTEE**.

ARTICLE XIII INDEPENDENT CONTRACTOR

SUBGRANTEE is and shall be, in the performance of the project(s) under this agreement an independent contractor, and not an employee, agent, or servant of the CITY. Services provided by **SUBGRANTEE** shall be performed by employees of **SUBGRANTEE** and subject to supervision by **SUBGRANTEE**, and shall not be deemed officers, employees, or agents of CITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to **SUBGRANTEE'S** sole direction, supervision and control. Personnel policies, tax responsibilities, social security and health insurance, employee benefits,

purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of **SUBGRANTEE**, which policies of **SUBGRANTEE** shall not conflict with CITY, H.U.D., or Federal policies, rules or regulations relating to the use of CDBG funds provided for herein. The City and the **SUBGRANTEE** are not partners, joint ventures or affiliated entities.

ARTICLE XIV
ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

ARTICLE XV
NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, either by hand with proof of delivery, by electronic mail with receipt of delivery, or sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

<u>For City:</u>	Department of Development Services Community Development Division 2600 Hollywood Boulevard #203 Hollywood, Florida 33020
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<u>For City Attorney</u>	Office of the City Attorney Hollywood City Hall 2600 Hollywood Blvd. Room 407 Hollywood, Florida 33020
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<u>For Subgrantee:</u>	Peter Kaldes, President/CEO South Florida Institute on Aging, Inc. 2038 N. Dixie Hwy., Wilton Manors, FL 33305 pkaldes@thesofia.org
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With a copy to Registered Agent: Peter Kaldes
E-mail Address: pkaldes@thesofia.org

ARTICLE XVI
AMENDMENTS; ASSIGNMENTS

- 16.1 It is understood that CITY, as Grantee, is responsible to H.U.D. for the administration of CDBG Funds and may consider and act upon reprogramming recommendations as proposed by its **SUBGRANTEE** or the Department after appropriate referral to the Board. In the event that CITY approves any modification, amendment, or alteration to the funding allocation, **SUBGRANTEE** shall be notified pursuant to Article XV and such notification shall constitute an official amendment.
- 16.2 CITY may, in its discretion, amend this Agreement to conform with changes in federal, state, CITY and/or H.U.D. guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval by the City of Hollywood City Commission.
- 16.3 The Department Director shall be authorized to approve any changes to the attached Exhibit "B" necessary to enhance the performance of the project set out in the attached Exhibit "A", provided such changes do not result in substantial change in the project, and are compliant with CDBG regulations.
- 16.4 It is agreed that contract amendments including budget transfers which do not result in a substantial change in the Project should be executed in the following manner:
- (a) The transfer request shall originate from **SUBGRANTEE** and shall be forwarded to the Department for processing.
 - (b) The request shall include a narrative justification for the proposed transfer.
 - (c) The request shall be forwarded to the Department and to the City's Director of Financial Services.
- 16.5 **SUBGRANTEE** shall not transfer or assign the performance of services called for in this Agreement without the prior written consent of CITY.
- 16.6 Except as expressly provided in this Article it is agreed that no modification, amendment or alteration in terms or conditions contained herein shall be effective unless contained in a written document executed by the parties with the same formalities as employed in this agreement.

ARTICLE XVII
REPORTS, PLANS AND OTHER AGREEMENTS

All reports, plans, surveys, information, documents, maps and other data or procedures developed, prepared, assembled or completed by **SUBGRANTEE** for the purposes of this Agreement shall become the property of CITY without restriction, reservation or limitation of their

use and shall be made available by **SUBGRANTEE** at any time upon request by CITY or the Department. Upon completion of all work contemplated under this Agreement, copies of all of the above data shall be delivered to the Department Director upon his/her written request.

Subrecipient shall comply with Chapter 119, Florida Statutes, "Public Records Law" including but not limited to Section 119.0701, Florida Statutes.

ARTICLE XVIII CONFLICT OF INTEREST

SUBGRANTEE covenants that no person who presently exercises any functions or responsibilities in connection with the Project(s) has any personal financial interest, direct or indirect, in the Project during their tenure or for one year thereafter as provided for in 24 CFR §570.611(b) which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflicting interest shall be employed or subcontracted. Any possible conflicting interest on the part of **SUBGRANTEE** or its employees shall be disclosed in writing to the Department. It shall not be deemed a conflict as long as all purchasing for consumables, capital equipment and services are obtained in conformance with Article V.

However, this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity to be provided for employment of and participation of lower income residents of the Project target area(s).

ARTICLE XIX EXECUTION

This document shall be executed in three counterparts, each of which shall be deemed to be an original.

ARTICLE XX CONSENT TO JURISDICTION

SUBGRANTEE hereby irrevocably submits to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of or relating to this Agreement, and hereby irrevocably agrees that all claims in respect to such action or proceeding may be heard and determined in such court. Each party further agrees that venue of any action arising out of this Agreement shall lie in Broward County, Florida. The parties, in order to expedite litigation, waive their claim or rights to trial by jury in any action between them. Each party shall bear its own attorney's fees.

ARTICLE XXIGOVERNING LAW

The parties agree this Agreement shall be construed in accordance with and governed by the laws of the State of Florida. If this agreement is between two governmental agencies, the parties

will abide by Chapter 164, Florida Statutes ("Florida Governmental Conflict Resolution Act").

ARTICLE XXII
SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE XXIII
LEGAL PROVISIONS DEEMED INCLUDED

Each and every provision of any law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as through it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party this Agreement shall forthwith be amended to make such insertion.

ARTICLE XXIV
THIRD PARTY BENEFICIARIES

Neither **SUBGRANTEE** nor City intend to directly or substantially benefit a third party by this agreement. Therefore, the parties agree that there are no third party beneficiaries who would be entitled to assert a claim against either of them based on this agreement.

ARTICLE XXV
JOINT PREPARATION

Preparation of this agreement has been a joint effort of the parties and the resulting document shall not, as a matter of judicial construction, be construed more severally against one or the parties than the other.

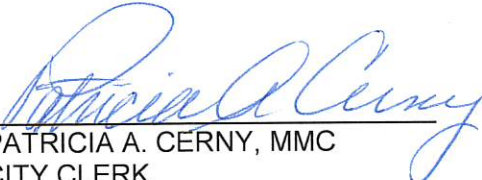
ARTICLE XXVI
COOPERATION WITH CITY OF HOLLYWOOD INITIATIVES

SUBGRANTEE agrees to the greatest extent feasible to aid in the dissemination of information and promotional materials relative to City of Hollywood initiatives. This includes but is not limited to making available information and promotional materials relative to City of Hollywood initiatives in **SUBGRANTEE** offices and/or project sites in clear and unobstructed view of **SUBGRANTEE**

clientele. Upon request of CITY, the **SUBGRANTEE** shall provide a mailing list of the **SUBGRANTEE** clientele in a form sufficient that CITY can direct mail information and promotional materials concerning City of Hollywood initiative to **SUBGRANTEE** clientele. If the **SUBGRANTEE** deals with a clientele where direct contact is prohibited, suppressed, or otherwise unavailable, **SUBGRANTEE** agrees to fully cooperate with CITY to identify appropriate means of contact where possible. Furthermore, **SUBGRANTEE** agrees to make available staff that can provide referral services complete with appropriate contact person for City of Hollywood initiatives.

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 28 day of Aug, 2019 and Peter Kaldes signing by and through its President/CEO duly authorized to execute same.

ATTEST:


PATRICIA A. CERNY, MMC
CITY CLERK

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

By: 
JOSH LEVY, MAYOR

Date: 10/22/19

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



DOUGLAS R. GONZALES,
CITY ATTORNEY

APPROVED BY:

CINTYA RAMOS, DIRECTOR
FINANCIAL SERVICES
DEPARTMENT

SUBGRANTEE

South Florida Institute on Aging, Inc.

By: 

Print Name: Peter Harts

Title: CEO
(President or other authorized Officer)

Date: 9/5/19

EXHIBIT "A"
SCOPE OF SERVICES
South Florida Institute on Aging, Inc.
Foster Grandparent Program

The Foster Grandparent Program is an intergenerational program that provides senior volunteers to tutor and mentor children ages 3-11 with the goal of improving the child's social and academic performance in specific areas identified by the classroom teacher.

Funds received from the City will be utilized for the implementation of the Foster Grandparent Program in various schools serving low-moderate-income (LMI) Hollywood children. Impact Broward, Inc.'s Foster Grandparent Program will recruit and register seniors to tutor and mentor 50 Hollywood children in Hollywood schools during the following months: October 2019- June 2020, and August- September 2020.

Specific objectives shall be:

To obtain and submit a letter from each school with a list of all LMI students who reside in Hollywood and are eligible for free/reduced breakfast/lunch at the beginning of each school year during the agreement period. Keep attendance sheets of beneficiaries as documented by the Broward County School Board. Provide invoice for payment and include all back-up documentation.

The SUBGRANTEE agrees to aid in the dissemination of information and promotional materials relative to City of Hollywood initiatives that includes but is not limited to, placement of the promotional materials at the SUBGRANTEE offices and/or project sites as well as SUBGRANTEE disseminating information to participants that attend the programs. In addition, the SUBGRANTEE shall provide a complete mailing list of clientele with the exception of the clients where confidentiality is mandatory in accordance with any state, federal or local laws. The SUBGRANTEE shall provide such information in a form sufficient so that the City may direct-mail information and promotional materials. The SUBGRANTEE shall make available staff that can provide referral services complete with appropriate contact person for City of Hollywood initiatives.

EXHIBIT "B"

BUDGET & REIMBURSEMENT SCHEDULE

Total CDBG project funding is not to exceed \$18,000.00. SUBGRANTEE will be paid on the basis of meeting their established performance objective of providing tutoring and mentoring to 50 Hollywood students, (hereinafter referred to as "students"), per month of each quarter during the grant period commencing on October 1, 2019 and continuing through June 30, 2020 at the established rate of \$30.00 per student, per month, and continuing from August 1, 2020 through September 30, 2020 at the established rate of \$45.00 per student, per month during the term of the Agreement. SUBGRANTEE is anticipated to be funded according to the schedule below and payments to the SUBGRANTEE shall be paid on a quarterly basis at anticipated funding amount of \$4,500.00 unless the number of participants each quarter fluctuates.

For the period of October 1, 2019- December 31, 2019

- For the quarterly period between October 1, 2019– December 31, 2019, 50 students shall be served at the rate of \$30.00 per month of this grant period. If the required 50 students have been served each month during this period, the maximum quarterly amount will be paid.
- In the event that the number of students participating is less than 50 students during any month of the quarterly period, payments will be based upon the number of participating students at the specified per-student rate during the period. If less than 50 students participate in the programs during each month of the quarter, then the differential funding amount not expended in this quarterly period will carry over to the next quarterly period.
- In the event that more than 50 students participate per month the attendance overage may be carried over and included in the student count for any quarter that the required 50 students per month have not been served. If payment for any quarter will not equal the desired quarterly rate due to insufficient number of students served, the per-student rate from a previous quarter's attendance overage can be added to bring the quarterly payment equal to the desired quarterly rate.

For the period of January 1, 2020- March 31, 2020

- For the quarterly period between January 1, 2020– March 31, 2020, 50 students shall be served at the rate of \$30.00 per month of this grant period. If the required 50 students have been served each month during this period, the maximum quarterly amount will be paid.
- In the event that the number of students participating is less than 50 students during any month of the quarterly period, payments will be based upon the number of participating students at the specified per-student rate during the period. If less than 50 students participate in the programs during each month of the quarter, then the differential funding amount not expended in this quarterly period will carry over to the next quarterly period.
- In the event that more than 50 students participate per month the attendance overage may be carried over and included in the student count for any quarter that the required 50

students per month have not been served. If payment for any quarter will not equal the desired quarterly rate due to insufficient number of students served, the per-student rate from a previous quarter's attendance overage can be added to bring the quarterly payment equal to the desired quarterly rate.

For the monthly periods of April 1, 2020 – June 30, 2020

- For the quarterly period between April 1, 2020– June 30, 2020, 50 students shall be served at the rate of \$30.00 per month of this grant period. If the required 50 students have been served each month during this period, the maximum quarterly amount will be paid.
- In the event that the number of students participating is less than 50 students during any month of the quarterly period, payments will be based upon the number of participating students at the specified per-student rate during the period. If less than 50 students participate in the programs during each month of the quarter, then the differential funding amount not expended in this quarterly period will carry over to the next quarterly period.
- In the event that more than 50 students participate per month the attendance overage may be carried over and included in the student count for any quarter that the required 50 students per month have not been served. If payment for any quarter will not equal the desired quarterly rate due to insufficient number of students served, the per-student rate from a previous quarter's attendance overage can be added to bring the quarterly payment equal to the desired quarterly rate.

For the period of August 1, 2020- September 30, 2020

- For the quarterly period between August 1, 2020– September 30, 2020, 50 students shall be served at the rate of \$30.00 per month of this grant period. If the required 50 students have been served each month during this period, the maximum quarterly amount will be paid.
- In the event that 50 students are not served during any month of this period, funding for each student served at the specified per-student rate will be paid. The remaining balance for unserved students during this period may be used to cover any previous shortfall, not to exceed the agreement award.
- In the event that more than 50 students per quarter are served, the placement overage may be used to cover any previous shortfall, not to exceed the agreement award.

The process for requesting contract payment is as follows:

The SUBGRANTEE shall submit a summary invoice that clearly details with each quarter's payment request and submit proper documentation to include a quarterly performance report further described in the attached Exhibit "C" and the demographic report. If the invoice and documentation are sent via electronic mail, the invoice must state *"This is an original, please do not pay from any other copy"* and must be signed by the agency's authorized representative.

EXHIBIT "C"

PERFORMANCE REPORTS

Beginning with the end of the first quarter of the contract year (October 1, 2019- December 31, 2019) and each quarter thereafter, SUBGRANTEE shall submit quarterly program performance reports to the Development Services Department, Community Development Division. The report shall explain any problems encountered with the project's implementation and include the following: 1) List of student's names and monthly attendance sheets for each Community Center where the program is in operation, and any other pertinent information regarding services provided); and 2) A City-issued quarterly Demographic Report to be completed by SUBGRANTEE. Additionally, SUBGRANTEE must maintain a file with the names, addresses, and proof of eligibility for those who are receiving CDBG subsidies.

In addition, beginning the last day of the first program quarter (December 31, 2019) and each quarter thereafter, the SUBGRANTEE shall complete a copy of sections 1, 4, and 6 of Exhibit "C" and submit to the Development Services Department, Community Development Division until services are completed.

SEC. 1	Quarterly report for:	South Florida Institute on Aging, Inc.	
SEC. 2	Funding for:	FY 2019-2020	CITY
	Subrecipient	South Florida Institute on Aging, Inc.	
	Tot. Allocation	\$18,000.00	
	Exp.	\$0.00	
	Committed	\$0.00	
	% of Tot. Allocation Committed	0%	
	Agreement Period (Annual)	Quarterly	
SEC. 3	Quantifiable Goal	Case Management	CITY
	(Quarterly)	50 per month with the exception of July 2020 (1 st 2 nd 3 rd & 4 th quarters)	
SEC. 4	Services Provided	Clients	
	(Current Quarter)		
SEC. 5	Percentage of completion as per agreement.		CITY
	(Yearly)	0%	
SEC. 6	NOTABLE ACTIVITIES FOR THE MONTH		

EXHIBIT "D"

TIMETABLE/SCHEDULE FOR PROJECT(S)

Oct. 1, 2019 Recruitment of students

Nov. 1, 2019- Sept. 30, 2020 Program Evaluation and Final Report

EXHIBIT "E"

OMB CIRCULARS A-110 AND A-133

Circulars are available at 2600 Hollywood Blvd., Room 119, Hollywood, FL 33020

EXHIBIT "F"

Outcome Measurements and Quantifiable Goals

The Agency's Outcome Measurements and Quantifiable Goals will coincide with all Exhibits.

EXHIBIT "G"

Evaluation and Monitoring

The Department will carry out periodic monitoring and evaluation activities based upon the Risk Analysis performed by the Department.

This agency is considered a Low Risk Applicant.

The Low Risk Applicant Monitoring Schedule – Quarterly desk reviews at each request for reimbursement and one on-site monitoring per year prior to third quarter reimbursement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/21/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
BB Insurance Marketing Inc
10167 W Sunrise Blvd, 3rd Floor
Plantation FL 33322

CONTACT
NAME: Certificate DepartmentPHONE
(A/C, No, Ext): 888-728-0817FAX
(A/C, No): 954-452-0450E-MAIL
certificates@bbimi.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Philadelphia Indemnity Ins Co

18058

INSURER B : Technology Insurance Company

42376

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED IMPABRO-01

South Florida Institute on Aging, Inc.
2038 North Dixie Highway, Suite 201
Wilton Manors FL 33305

COVERAGES

CERTIFICATE NUMBER: 893928007

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		PHPK1931663	1/19/2019	1/19/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1931663	1/19/2019	1/19/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PHUB662066	1/19/2019	1/19/2020	EACH OCCURRENCE \$1,000,000 AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Professional Liability Sexual Abuser/Molestation	Y/N <input type="checkbox"/>	N/A	AWC1121146	1/13/2019	1/13/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 Per Occurrence 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Volunteer Service Program located at 2038 N Dixie Hwy Suite 201 Wilton Manors FL 33305.

Certificate holder listed as additional insured with respects to general liability only as required by written contract. .

CERTIFICATE HOLDER

City of Hollywood
2600 Hollywood Blvd
PO Box 229045
Hollywood FL 33022

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Horace McLarty

From: Horace McLarty
Sent: Thursday, October 10, 2019 7:47 AM
To: certificates@bbimi.com
Subject: COI South Florida Institute
Attachments: COI South Florida Institute.pdf

Please email me a copy of the policy endorsement. The attached certificate states "If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed."

I thank you for your prompt attention to this matter. My phone number is listed below if you need to contact me.

Office of Human Resources/Risk Management
Phone: 954-921-3292
Fax: 954-921-3678

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – Includes Mental Anguish	Included	11
Personal and Advertising Injury – Includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph a. is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

"Bodily injury" or property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph b. **Contractual Liability** is amended to include the following:

- (3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph g. (2) is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection 2. Exclusions, Paragraph j. Damage to Property, Item (1) is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions;** is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE.**

- b. **SECTION III – LIMITS OF INSURANCE, Paragraph 6.** is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **SECTION V – DEFINITIONS, Paragraph 9.a.,** is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. Other Insurance, Paragraph b. Excess Insurance, (1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

1. Paragraph 1. **Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph 2. **Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

- a. **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate "violation(s)" by any insured.

- b. **Criminal Acts**

Any "violation" which results in any criminal penalties under the HIPAA.

- c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

- d. **Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

- a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."
- b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.
- c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:
 - a. \$20,000; or
 - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
2. **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. Insuring Agreement, a. (3) (b) is deleted in its entirety and replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 2. Exclusions, Paragraph e. **Athletic Activities** is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. b. is deleted in its entirety and replaced by the following:

1. b. Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.

1.d. is deleted in its entirety and replaced by the following:

1. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

J. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits."

K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

- a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
- b. "Employee" means:
 - (1) Any natural person:
 - (a) While in your service or for 30 days after termination of service;
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you; or
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
 - (b) To meet seasonal or short-term workload conditions;
 while that person is subject to your direction and control and performing services for you.
 - (3) "Employee" does not mean:
 - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

- 1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph 3.a. is deleted in its entirety and replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
- a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
 - b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co-"employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. **Funding Source** – Any person or organization with respect to their liability arising out of:
 - (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
- e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. **Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
 - (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- i. **Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
 - (1) The insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

m. State or Political Subdivisions – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of

Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

R. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

- 1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

- 2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

RESOLUTION NO. R-2019-226

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING THE ALLOCATION OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS TO VARIOUS ELIGIBLE PUBLIC SERVICE AGENCY PROGRAMS AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH EACH AGENCY FOR A TOTAL ALLOCATION IN THE AMOUNT OF \$327,100.00.

WHEREAS, on May 8, 2019, the Community Development Advisory Board ("CDAB") met to review and evaluate the proposed One Year Action Plan and the public service activities eligible for funding for Fiscal Year 2019/2020, and has forwarded a recommendation of approval to the City Commission; and

WHEREAS, on July 3, 2019, the City Commission passed and adopted Resolution No. R-2019-221, which approved the 2019/2020 One Year Action Plan that includes the eligible activities listed below for receipt of CDBG funds; and

WHEREAS, in accordance with the City's citizen participation process approved by the U.S. Department of Housing and Urban Development, the City Commission has final authority to approve the allocation of CDBG funds to be awarded to the following sub-grantees:

1. Community Enhancement Collaboration, Inc. for the Feeding Seniors Program in an amount not to exceed \$35,000.00.
2. Center for Independent Living of Broward, Inc. for the Housing Assistance Program in an amount not to exceed \$23,000.00.
3. Center for Independent Living of Broward, Inc. for the Ramps to Independence: Barrier Removal for Individuals Living with Disabilities Program in an amount not to exceed \$67,100.00.
4. Helping Hands Community Resource Distribution Center, Inc. for the Sweeteheartz Seniors Feeding Program in an amount not to exceed \$26,000.00.
5. Hispanic Unity of Florida, Inc. for the Bridge Program in an amount not to exceed \$31,000.00.
6. Liberia Economic and Social Development, Inc. for the Spanish in Pursuit of Academic Excellence Program in an amount not to exceed \$16,000.00.

7. Liberia Economic and Social Development, Inc. for the Construction Training Program in an amount not to exceed \$70,000.00.
8. Russell Life Skills and Reading Foundation, Inc. for the Russell Reading Program-City of Hollywood in an amount not to exceed \$30,000.00.
9. Second Chance Society, Inc. for the Hand-Up Program in an amount not to exceed \$11,000.00.
10. South Florida Institute on Aging, Inc. for the Foster Grandparent Program in an amount not to exceed \$18,000.00; and

WHEREAS, the aforementioned organizations are non-profit public service agencies and are eligible to receive grant funds.

NOW THEREFORE, BE IT RESOLVED BY THE CITY 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 the allocation of Community Development Block Grant Funding to each eligible agency program as set forth in this Resolution.

Section 3: That it approves and authorizes the execution, by the appropriate City officials, of the attached Agreement with each eligible agency listed, together with such non-material changes as may be subsequently agreed to by the City Manager and approved as to form and legal sufficiency by the City Attorney.

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


A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING THE ALLOCATION OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS TO VARIOUS ELIGIBLE PUBLIC SERVICE AGENCY PROGRAMS AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH EACH AGENCY FOR A TOTAL ALLOCATION IN THE AMOUNT OF \$327,100.00.

PASSED AND ADOPTED this 28 day of August, 2019.



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