

RESOLUTION NO. R-2020-248

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE A CORONAVIRUS RELIEF FUNDS SUB-GRANTEE AGREEMENT WITH HOPE SOUTH FLORIDA, INC. TO PROVIDE RE-HOUSING AND EVICTION PREVENTION ASSISTANCE UTILIZING BROWARD COUNTY CORONAVIRUS RELIEF FUNDS IN AN AMOUNT NOT TO EXCEED \$300,000.00.

WHEREAS, based on its population, Broward County qualified for a direct payment allocation and received \$340,744,702.00 in funding from the Department of the Treasury under the Coronavirus Relief Funds ("CRF") program, Catalog of Federal Domestic Assistance No. 21.019; and

WHEREAS, Broward County's municipalities proposed that the County allocate a portion of CRF received pursuant to the Coronavirus Aid, Relief, and Economic Security ("CARES") Act to the County's municipalities and the County has agreed to make available a portion of CRF it received from the CARES Act to the County's municipalities based on the CARES for One Broward Funding Plan; and

WHEREAS, on September 16, 2020, the City Commission passed and adopted Resolution No. R-2020-230 that approved the execution of a Subaward Agreement with Broward County for the distribution of CARES Act Funding in the amount of \$8,195,497.45 to be utilized for projects identified in the Agreement; and

WHEREAS, the City has identified Re-Housing and Eviction Prevention Assistance as one of the projects to benefit from Broward County's CARES for One Broward Funding Plan that will provide rental and utility assistance, including security and utility deposits to those Hollywood residents impacted by COVID-19 in accordance with the Subaward Agreement; and

WHEREAS, the Department of Development Services/Community Development Division desires to retain an organization to assist it in utilizing a portion of Broward County's CARES ACT funds to implement the Re-Housing and Eviction Prevention Assistance program; and

WHEREAS, HOPE South Florida, Inc. ("HOPE") possesses the requisite skills to administer programs to assist with Re-Housing and Eviction Prevention; and

WHEREAS, HOPE has been a sub-recipient of Home Investment Partnerships funds from the City since 2014, and the agency has successfully operated programs to assist with rent and utilities; and

WHEREAS, HOPE has the requisite staffing infrastructure and experience to use CRF to provide services consistent with Eviction Prevention and Re-Housing; and

WHEREAS, staff recommends securing the services of HOPE to administer a portion of the Broward County CARES ACT funding received by the City for Re-Housing and Eviction Prevention Assistance to eligible Hollywood residents in an amount not to exceed \$300,000.00; and

WHEREAS, Section 38.41(C)(9) of the City's Procurement Code provides that when the City Commission declares by a 5/7ths vote that competitive bidding and competitive proposals are not in the best interest of the City, such purchases are exempt from the competitive bidding and competitive proposal requirements; and

WHEREAS, funding is available in account number 168.190108.52500.546606.001346.000.000.

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 and authorizes the execution, by the appropriate City officials, of the attached Coronavirus Relief Funds Sub-Grantee Agreement with HOPE South Florida, Inc., 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.

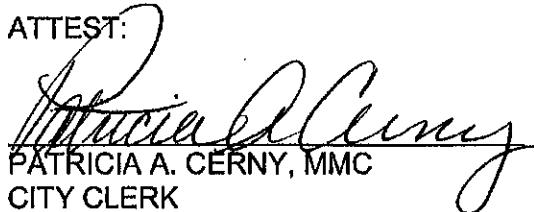
Section 3: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE A CORONAVIRUS RELIEF FUNDS SUB-GRANTEE AGREEMENT WITH HOPE SOUTH FLORIDA, INC. TO PROVIDE RE-HOUSING AND EVICTION PREVENTION ASSISTANCE UTILIZING BROWARD COUNTY CORONAVIRUS RELIEF FUNDS IN AN AMOUNT NOT TO EXCEED \$300,000.00.


PASSED AND ADOPTED this 7 day of October, 2020.


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



CORONAVIRUS RELIEF FUND (CRF)
SUB-GRANTEE AGREEMENT
RE-HOUSING AND EVICTION
PREVENTION

THIS FUNDING AGREEMENT ("Agreement") is made and entered into on this 22 day of October, 2020 by and between the City of Hollywood, a municipal corporation of the State of Florida ("City") and Hope South Florida, Inc., a "a", a not-for-profit organization authorized to do business in the State of Florida, (Sub-Grantee").

WITNESSETH:

WHEREAS, the Coronavirus (COVID-19) emergency has caused disruption in Florida's economy leading to high rates of unemployment and business closures; and

WHEREAS, many Floridians are in need of assistance with rental payments, mortgage payments and home repairs; and

WHEREAS, On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security ("CARES") Act was signed into law, providing over \$2 trillion in economic relief to assist with the impact of the COVID-19 pandemic, \$8.3 billion of which was allocated to the State of Florida; and

WHEREAS, based on its population, Broward County qualified for a direct payment allocation and received \$340,744,702 in funding from the Department of the Treasury under the Coronavirus Relief Funds program, Catalog of Federal Domestic Assistance ("CFDA") No. 21.019; and

WHEREAS, Broward County's municipalities proposed that the County allocate a portion of the funds it received pursuant to the CARES Act to the County's municipalities and the County has agreed to make available a portion of the funds it received from the CARES Act to the County's municipalities based on the CARES for One Broward Funding Plan; and

WHEREAS, Broward County and City have entered into a Subaward Agreement to receive a portion of the CARES ACT funding, as the City is a sub-recipient as defined under 2 CFR § 200.93; and has been identified as an eligible local government that has incurred costs due to the COVID-19 public health emergency that are eligible for reimbursement under the Coronavirus Relief Fund Program, CFDA No. 21.019; and

WHEREAS, the City has identified Re-Housing And Eviction Prevention as one of the Projects under the subaward agreement to benefit from the County's CARES for One Broward Funding Plan; and

WHEREAS, Hope South Florida, Inc. possesses the experience and ability necessary to conduct and perform the services which is the subject of this Agreement and agrees to use such experience and ability in its execution and completion of this Agreement for the benefit of the City and has been selected as a qualified Sub-Grantee to carry out the scope of work identified in this agreement; and

WHEREAS, the Sub-Grantee and City wish to enter into this Agreement which will govern the disbursement and expenditure of CARES FUNDS in accordance with the Sub-Award Agreement.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

- A. Recitals: The recitals stated above are true and correct, are incorporated herein, and form an integral part of this Agreement.
- B. Definitions:
1. "Administrative Expenditures" means funds, not to exceed 10% of the contract award/funding, expended by Sub-Grantee to carry out the eligible activities under this Agreement. This expense may include salaries and benefits of staff, office supplies and equipment, required travel, advertising, recording costs.
 2. "Annual income" means annual income as defined under the Section 8 housing assistance payments programs in 24 C.F.R. part 5.
 3. "Eligible Expenditures" means expenditures that are eligible for reimbursement using CARES FUNDS in accordance with the CARES ACT as set forth in Exhibit "F" of the attached Subaward Agreement between the City and County, which is made a part of this Agreement.
 4. "Eligible Housing" means any real and personal property located within the county or eligible municipality which is designed and intended for the primary purpose of providing decent, safe, and sanitary residential units that are designed to meet the standards of the Florida Building Code or previous building codes adopted under Chapter 553, Fla. Stat., or manufactured housing constructed after June 1994 and installed in accordance with the installation standards for mobile or manufactured homes contained in rules of the Department of Highway Safety and Motor Vehicles
 5. "Eligible Persons" or "Households" means one or more natural persons or a family determined by Sub-Grantee to be earning not more than 120% of the area median income according to the income limits adjusted to family size published annually by Florida Housing.
 6. "Eligible Sponsor" means a person or a private or public for-profit or not-for-profit entity that applies for an award under CRF for the purpose of providing Eligible Housing for Eligible Persons.
 7. "Expended" means the affordable housing activity is complete.
 8. "Program Income" means proceeds derived from interest earned on or investment of the funds, proceeds from loan repayments, recycled funds, and all other income derived from use of CRF funds that must be returned to the local government by the Sub-Grantee or sponsor.
 9. Project shall mean the project described in this agreement and on Exhibit "A" of the

Subaward agreement and all of the project's elements are Eligible Expenditures.

10. "Project Delivery Costs" means those costs related to the delivery of housing related services to an eligible applicant that are not included as part of Administrative Expenditures.
11. Sub-Grantee" means a person or organization contracted by the City/County that is compensated with CRF funds to provide administration of any portion of the CRF.

C. Allocation and Use of Funds:

1. Amount of Funds Available to Sub-Grantee: The total funds made available to Sub-Grantee under this Agreement is \$300,000.00.

2. Disbursement of Funds to Sub-Grantee: The available funds will be disbursed to Sub-Grantee for the Project described in Paragraph 4 below. All funds provided must be expended by December 1, 2020. Sub-Grantee shall provide City with expenditure documentation on October 15, 2020 and each week thereafter. Such supporting documentation must include those requirement set forth in Exhibit "D" of the Subaward Agreement referenced in Section 5.2.1 of that agreement and that the assistance meets the Project/Program criteria set forth in this Agreement. If the City determines that the Sub-Grantee has failed to make satisfactory progress in meeting the requirements of this Agreement or has otherwise failed to satisfactorily perform under the terms of this Agreement, the City may terminate this agreement by providing 10 days prior written notice to the Sub-Grantee for failure to comply with the terms of the Agreement. The Sub-Grantee, at the discretion of the City may provide a written plan to address the issues prepared by the Sub-Grantee and submitted to City for approval within the 10 day time period. Any modifications to the Project must adhere to Section 4.2 of the Subaward Agreement.

3. Establishment of CARES ACT FUNDS Trust Fund ("CRF"):

- a. Sub-Grantee must establish and maintain a CRF trust fund or a pooled account where CRF funds are clearly designated.
- b. Performance under this Agreement is subject to 2 C.F.R Part 200, entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."

4. Expenditure of Funds by Sub-Grantee: CRF funds shall be Expended by Sub-Grantee for the following:

- a. Direct CRF Administrative Expenditures and Project Delivery Costs incurred on or after September 1, 2020 in an amount not to exceed 10% of CRF funds incurred by Sub-Grantee to carry out the eligible activities under this Agreement. This expense may include salaries and benefits of staff, office supplies and equipment, required travel, and advertising.
- b. Rental assistance payments (including back rent, deposits and utility payments).
- c. Sub-grantee certifies that each expenditure for the Project that is funded with CARES Funds is an Eligible Expenditure, and covenants that each such expenditure will at all times

be an Eligible Expenditure.

5. Recaptured Funds: Recaptured Funds realized by Sub-Grantee prior to the final closeout of CRF must be deposited and used for eligible CRF activities. After final closeout of CRF, Recaptured Funds must be returned to the City.

D. Term: The period of performance for this grant is March 1, 2020 – December 30, 2020.

E. Advertisement of Availability of Funds: CRF funding availability shall be advertised by the City in newspaper, website, Facebook, flyers or other method with outreach to as many eligible persons as possible reaching racially, ethnically and income diverse neighborhoods, at least 10 days before the beginning of the application period.

F. Repayments: Sub-Grantee shall be required to the following repayment requirements:

1. Sub-Grantee shall be required to repay to the City any CARES Funds determined by City, in City's reasonable discretion, which were expended by Sub-Grantee and were ineligible for reimbursement under the requirements of this Agreement and the Subaward Agreement with Broward County. Sub-Grantee shall repay any amounts required to be repaid to City under this Agreement within 30 days after written notice is provided by City. In the event that such ineligibility was determined during the course of the Agreement, City may terminate the agreement immediately and Sub-Grantee shall return all unexpended funds to the City within 10 days written notice.
2. The Sub-Grantee shall refund to the City any unobligated funds which have been advanced or paid to the Sub-Grantee pursuant to Paragraph C. above or upon termination of this Agreement.
3. Any unexpended funds under this Agreement, including unexpended program income earned, must be returned to the City upon termination of this Agreement.
4. Upon termination of this Agreement, or upon any determination made indicating such, the Sub-Grantee shall refund to City any funds paid in excess of the amount to which the Sub-Grantee or its contractors, subcontractors, or consultants are entitled under the terms and conditions of this Agreement.
5. The Sub-Grantee shall refund to the City any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to the City within 15 calendar days from Sub-Grantee's receipt of notification of such non-compliance.
6. The Sub-Grantee's obligations under this section will survive the termination of the Agreement.

G. PROJECT REQUIREMENTS.

1. Application for CRF Eligible Person or Household Assistance: Sub-Grantee shall establish criteria for CRF assistance and develop an application for CRF eligibility which shall include the following:

a. The application for assistance should contain all the necessary information to determine whether an applicant household is potentially eligible for CRF assistance. In accordance with the provisions of Sections 760.20-760.37, Fla. Stat., it is unlawful to discriminate on the basis of race, religion, color, sex, familial status, national origin, or handicap in the award application process for Eligible Housing.

b. At a minimum, an application for program assistance should contain the following items for each household members:

1. The number of people residing in the household including name, age, relationship to head of household, current address and home phone number;

2. Name and address of employer(s), work phone number(s), position title and number of years on job with employer;

3. Sources of annual income, including earned, unearned and asset income, and a statement signed by all of the adults who reside in the household consenting to the disclosure of information for the purpose of verifying income and assets for determining income eligibility for program assistance;

4. A signed statement indicating that the applicant understands that all information provided is subject to Florida's public records laws;

5. A statement that it is a first-degree misdemeanor to falsify information for the purpose of obtaining assistance.

2. Allowable Rent and Utility Assistance (Subsidies): Assistance may be provided as direct rental assistance on behalf of Eligible Persons in any of the following manners:

a. Security and utility deposit assistance to secure temporary or permanent rental housing not to exceed 6 months' rent and utilities or \$10,000.00 that must not include advance payments; or

b. Eviction prevention, rent and utility assistance not to exceed 6 months' rent and utilities or \$10,000.00.

3. Tenant Eligibility Criteria: In order to qualify for rental assistance, the following criteria must be met:

a. 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.

b. The tenant beneficiary's total household income must not exceed 120% Area median Income (AMI), adjusted for family size, at the time of application.

c. 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.

d. The tenant beneficiary must have a lease in their name.

e. The tenant beneficiary shall certify that the household did not and does not have liquid assets sufficient to cover the assistance provided by the Eviction Prevention and Re-Housing Rental Assistance program for the months of assistance requested.

f. The Eviction Prevention and Re-Housing Rental Assistance Program is created in part 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.

g. 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.

4. Homeless Eligibility Criteria:

a. A homeless beneficiary lacks a fixed, regular, and adequate nighttime residence, meaning: (1) Is sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason (2) Has a primary nighttime residence that is a public or private place not meant for human habitation; (3) Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs; or (4) Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

b. The homeless beneficiary's total household income must not exceed 120% Area median Income (AMI), adjusted for family size, at the time of application.

c. The homeless beneficiary shall certify that the household did not and does not have liquid assets sufficient to cover the assistance provided by the benefit cap of the Eviction Prevention and Re-Housing Rental Assistance program for the months of assistance requested.

d. A homeless beneficiary is presumed to have a loss or reduction of income as a result of the COVID-19 Health Emergency.

- e. The Eviction Prevention and Re-Housing Rental Assistance Program is created in part to provide security and utility deposit assistance to secure temporary or permanent rental housing for homeless persons.

5. CRF Eligible Person Award Terms: CRF funds awarded directly to Eligible Persons must be in the form of a grant.

H. Reporting Requirements: The Sub-Grantee must provide City/County with monthly reports beginning on September 15, 2020 and a closeout report by February 5, 2021. These funds must include the current status and progress of the expenditure of funds under this Agreement, in addition to any other information requested by the City/County. All funds must be accounted for on the CRF Data Upload Form as provided by City/County. Quarterly reports are due to City/County no later than 10 days after the end of each quarter. The first quarterly report due pursuant to this agreement is due for the quarter ending September 15, 2020.

I. Project/ Program Compliance/Auditing Requirements.

1. File Management relating to CRF Project and Eligible Persons under the Program : Sub-Grantee must maintain a separate file for every applicant, Eligible Person, or subrecipient regardless of whether the request was approved or denied in the following manner:

a. Contents of File: Each file must contain sufficient and legible documentation. Documents must be secured within the file and must be organized systematically.

b. If the funding relates to Tenant Rental Assistance, then the Tenant records files should include the following:

- a. applications;
- b. program and set-aside records;
- c. housing agreements;
- d. income verifications and other records as required by the City

c. The minimum requirements for documentation of award depends upon the type of assistance awarded and the funding sources. Every file should contain a section of notes and a file checklist which tracks the efforts and progress of obtaining necessary documents. The checklist is a useful tool for all persons who must have access to the file. However, this checklist may be modified to accommodate the need for additional documentation.

2. Retention of Records.

a. All files, records and documents relating to the expenditure of CRF funds for the Project and each eligible recipient receiving funding under the Project must be retained for either five fiscal years after the funds have been expended or five years after the expiration of a use restriction agreement, accounted for and/or satisfaction of loans, whichever is later, provided applicable audits have been released.

b. Records can be retained in electronic form. The standards used must comply with the Florida Administrative Code. Local record retention requirements may be stricter than the State.

c. Access to Files: The City or any duly authorized representative of the City shall be permitted to inspect any files relating to CRF Project including but not limited to advertisements, applications, income verifications and certifications, plan participation contracts, financial records, tracking system records, construction cost verification including receipts and contracts, rental development annual reviews, CRF fund recipient lists, and any other applicable documents at any reasonable time with or without notice. Such records shall be maintained within the participating county or eligible municipality at a place accessible to the City staff or its designated monitoring agent.

3. File Management and Record Retention relating to Sub-Grantee and Administration of this Agreement and Project:

a. The Sub-Grantee shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by the City under this Agreement and in accordance with the Subaward Agreement.

b. Contents of the Files: Sub-Grantee must maintain files containing documentation to verify all compensation to Sub-Grantee in connection with this Agreement, as well as reports, records, documents, papers, letters, computer files, or other material received, generated, maintained or filed by Sub-Grantee in connection with this Agreement. Sub-Grantee must also keep files, records, computer files, and reports that reflect any compensation it receives or will receive in connection with this Agreement. Sub-Grantee shall ensure that they maintain files consistent with Sections 4.4 and 8.2 of the Subaward Agreement and shall comply with any request from the City relating to such documents for compliance with any County request in accordance with the Subaward Agreement.

c. Record and File Retention: Sub-Grantee must maintain these files for five years after the end of the applicable fiscal year, except that, if any litigation, claim or audit is commenced with respect to the transactions documented by such files before the end of the aforementioned five-year period and extends beyond the expiration of the five-year period, these files must be retained until all litigation, claims, or audit findings involving the files have been resolved.

d. Access to the Files: As a condition of receiving state or federal financial assistance, and as required by sections 20.055(6) and 215.97(5), Fla. Stat., the City/County, Florida Housing, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives shall enjoy the right to access any documents, financial statements, papers, or other records of the Sub-Grantee that are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. Upon reasonable notice, Sub-Grantee and its employees shall allow the City/County, Florida Housing or its agent(s) access to its files and personnel for interview purposes during normal business hours, 9:00 a.m. to 5:00 p.m., Monday through Friday, provided such day is not a holiday

e. Return of the Files: In the event this Agreement is terminated, all finished or unfinished documents, data, studies, computer files, correspondence, and other products prepared by or for Sub-Grantee under this Agreement must be submitted to the City within 10 days of such termination at the expense of Sub-Grantee.

4. Compliance Monitoring: Sub-Grantee must adhere to all compliance monitoring requirements during the period of performance in which funds are Expended and up to three years following the closeout of all funds. In order to assure that the program can be adequately monitored, the following is required of Sub-Grantee:

a. Sub-Grantee must maintain a financial tracking system provided by City that ensures that CRF funds are Expended in accordance with the program requirements, Project details, deadlines, and other requirements in this agreement, and as required by the Subaward Agreement, if applicable.

b. Sub-Grantee must maintain records on all awards to Eligible Persons as set forth in G. above.

c. Cooperation with Inspector General: Sub-Grantee understands its duty, pursuant to Section 20.055(5), Fla. Stat., to cooperate with the City/County, Florida Housing's Inspector General in any investigation, audit, inspection, review, or hearing. Sub-Grantee will comply with this duty and ensure that any contracts issued under this Agreement impose this requirement, in writing, on its subcontractors.

5. Auditing Requirements.

a. Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. Sections 7501-7507) and the related provisions of the Uniform Guidance 2 CFR Sections 200.330 through 332. The Sub-Grantee shall conduct a single or program specific audit in accordance with the provisions of 2 CFR Part 200 and the related provisions of the Uniform Guidance Sections 200.330 through 332, if it expends more than \$750,000.00 or more in federal awards from all sources during its fiscal year. The Catalog of Federal Domestic Assistance (CFDA) number for these funds is 21.019.

b. In addition to the above requirement, Sub-Grantee is subject to the auditing requirements set forth in Section 8.1 of the Subaward agreement.

c. City has the right to audit the CITY shall have the right to audit and monitor any Project and the expenditure of the funding as a result of CRF.

J. Technical Assistance: Training and technical assistance is available to Sub-Grantee to assist in the development and implementation of the CRF. This technical assistance shall be provided by City/County staff and Florida Housing's Catalyst contractor.

K. Contacts: Notice to the parties shall be by certified mail return receipt requested to the contacts below:

As to City:

Anthony Grisby, Manager
Community Development Division
2600 Hollywood Boulevard (Old Library)
Hollywood, Florida 33020
agrisby@hollywoodfl.org

As to Sub-Grantee:

Dr. Thomas E. Greer, Jr., CEO
Hope South Florida, Inc.
1100 N Andrews Ave
Ft. Lauderdale, FL 33311
tgreer@hopesouthflorida.org

L. Default and Remedies

1. If any of the events listed in this section occur, all obligations on the part of City to continue doing business with Sub-Grantee or to assign any future transaction to Sub-Grantee shall, if City so elects, terminate and City may, at its option, exercise any of its remedies set forth herein, or as otherwise provided by law. However, the City may continue doing business with the Sub-Grantee as a participant after the happening of any event listed in this section without waiving the right to exercise such remedies, without constituting a course of dealing, and without becoming liable to include the Sub-Grantee in the transaction or any future transaction.

2. The Events of Default shall include, but not be limited to, the following:

- a. If any report, information or representation provided by Sub-Grantee in this Contract is inaccurate, false or misleading in any respect;
- b. If any warranty or representation made by Sub-Grantee in this Contract or any other outstanding agreement with City/County is deemed by City/County to be inaccurate, false or misleading in any respect;
- c. If Sub-Grantee fails to keep, observe, or perform any of the terms or covenants contained in this Contract, or is unable or unwilling to meet its obligations as defined in this Contract;
- d. If, in the sole discretion of City/County, Sub-Grantee has failed to perform or complete any of the services identified in the attachments;
- e. If Sub-Grantee has not complied with all Florida laws, federal laws, City/County rules or City/County policies applicable to the work;
- f. If Sub-Grantee has discriminated on the grounds of race, color, religion, sex, national origin, or disability in performing any service identified in the attachments;
- g. If Sub-Grantee does not comply with the terms and conditions set forth in Section

420.512(5), Fla. Stat.;

h. If Sub-Grantee commits fraud in the performance of its obligations under this Contract;
or

i. If Sub-Grantee refuses to permit public access to any document, paper, letter, computer files, or other material subject to disclosure under Florida's Public Records Law.

3. Upon the occurrence of any Event of Default listed in above, City will provide written notice of the Default detailing the grounds that constitute the Event of Default and shall provide Sub-Grantee with a reasonable amount of time cure the Event of Default. In the event that Sub-Grantee fails to cure the Event of Default within the cure period, City may exercise any and all remedies permitted by law. The pursuit of any one of the following remedies shall not preclude City from pursuing any other remedies contained herein or otherwise provided at law or in equity. The remedies include, but are not limited to the following:

a. City may terminate the Contract on the 10th day after Sub-Grantee receives the Notice of Default or upon the conclusion of any applicable Cure Period, whichever is later;

b. City may commence an appropriate legal or equitable action to enforce performance of the terms and conditions of this Contract;

c. City may exercise any corrective or remedial actions including, but not limited to, requesting additional information from Sub-Grantee to determine the reasons for or the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the Sub-Grantee to suspend, discontinue or refrain from incurring fees or costs for any activities in question or requiring the Sub-Grantee to reimburse City for the amount of costs incurred; or

d. City may exercise any other rights or remedies that may be otherwise available under law.

M. Termination

1. City may terminate the Agreement, without cause, at any time upon 24-hour written notice delivered by courier service or electronic mail to the Sub-Grantee, from the date sent from City/County.

2. The Sub-Grantee may terminate this Agreement, without cause, at any time upon 10 days written notice delivered by courier service or electronic mail to City/County at the physical or electronic address, as applicable, of Anthony Grisby, Manager, Community Development Division 2600 Hollywood Boulevard (Old Library) Hollywood, Florida 33020, agrisby@hollywoodfl.org. The Sub-Grantee shall be responsible for all costs arising from the resignation of the Sub-Grantee.

3. Upon expiration or termination of this Agreement, the Sub-Grantee shall transfer to City any CRF funds on hand at the time of expiration or termination, and any accounts receivable attributable to the use of CRF funds.

N. Miscellaneous Provisions.

1. 2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards - In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable:
 - a. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 - b. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
2. Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with [Executive Order 11246](#), "Equal Employment Opportunity" ([30 FR 12319](#), 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by [Executive Order 11375](#), "Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
3. Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the [Davis-Bacon Act](#) ([40 U.S.C. 3141-3144](#), and [3146- 3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-Grantee must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

4. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous, ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or Sub-Grantee wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-Grantee must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

7. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to

tier up to the non-Federal award.

9. Procurement of Recovered Materials- See Section 200.322 [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

10. Compliance with all Applicable Laws and Regulations: Sub-Grantee must comply with all applicable federal, state and local laws, rules, regulations, and ordinances in administering CRF under this Agreement. Sub-Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state, and local health and safety rules and regulations. Sub-Grantee further agrees to include this provision in all contracts with Eligible Persons, Subrecipients, Sponsors or subcontracts issued as a result of this Agreement. Sub-Grantee's failure to comply with any part of this provision is material and must be grounds for termination of this Agreement for cause by City/County.

11. Indemnification: Nothing contained in this Agreement shall be construed to be a waiver by either party of any protections under sovereign immunity, Section 768.28 Florida Statutes, or any other similar provision of law. Nothing contained herein must be construed to be a consent by either party to be sued by third parties in any matter arising out of this Agreement or any other contract.

12. Insurance: Sub-Grantee agrees to carry liability and other appropriate forms of insurance pursuant to the City's Risk Management's Division requirements. City/County shall have no liability except as specifically provided in this Agreement.

13. Lobbying: In accordance with Section 216.347, Fla. Stat., Sub-Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, Fla. Stat., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

14. Files Subject to Florida's Public Records Law:

a. Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by Sub-Grantee in connection with this agreement is subject to the provisions of Chapter 119, Florida Statutes. (Florida's Public Records Law). Pursuant to Section 119.0701, Florida Statutes, any party contracting with CITY is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that the City would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to City all public records in that party's possession upon termination of its contract with City and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to City in a format that is compatible with the City's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

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 CUSTODIAN OF PUBLIC RECORDS AT (954) 921-3211, PCERNY@HOLLYWOODFL.ORG, 2600 HOLLYWOOD BOULEVARD, HOLLYWOOD, FLORIDA 33020.

Sub-Grantee represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.

b. Personally Identifiable Information (PII); Security:

1. If Sub-Grantee or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Agreement, Sub-Grantee must provide for the security of such PII, in a form acceptable to City/County, without limitation, non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. Sub-Grantee shall take full responsibility for the security of all data in its possession or in the possession of its subcontractors and shall hold City/County harmless for any damages or liabilities resulting from the unauthorized disclosure of loss thereof.
2. If Sub-Grantee or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Agreement, Sub-Grantee shall provide City/County with insurance information for stand-alone cyber liability coverage, including the limits available and retention levels. If Sub-Grantee does not carry stand-alone cyber liability coverage, Sub-Grantee agrees to indemnify costs related to notification, legal fees, judgments, settlements, forensic experts, public relations, efforts, and loss of any business income related to this Agreement.
3. Sub-Grantee agrees to maintain written policies and procedures for PII and/or data classification. This plan must include disciplinary processes for employees that violate these guidelines.
4. Sub-Grantee agrees at all times to maintain reasonable network security that, at a minimum, includes a network firewall.
5. Sub-Grantee agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority (e.g. Microsoft notifications, Common Vulnerabilities and Exposures (CVE) database, etc.) Sub-Grantee agrees that PII shall be appropriately destroyed based on the format stored upon the expiration of any applicable retention schedules.
6. Sub-Grantee agrees that any and all transmission or exchange of system application data with City/County and/or any other parties shall take place via secure Advanced Encryption Standards (AES), e.g. HTTPS, FTPS, SFTP or equivalent means. All data stored as a part of backup and recovery processes shall be encrypted, using AES.

7. If Sub-Grantee reasonably suspects that a cybersecurity event or breach of security has occurred, they must notify City/County Contract Administrator within 48 hours.
8. In the event of a breach of PII or other sensitive data, Sub-Grantee must abide by provisions set forth in Section 501.171, Fla. Stat. Additionally, Sub-Grantee must immediately notify City/County in writing of the breach and any actions taken in response to such a breach. As the information becomes available the statement must include, at a minimum, the date(s) and number of records affected by unauthorized access, distribution, use, modification or disclosure of PII; Sub-Grantee's corrective action plan; and the timelines associated with the corrective action plan.
15. Governing Law: This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Broward County, Florida.
16. No waiver by City of any right or remedy granted hereunder or failure to insist on strict performance by Sub-Grantee shall affect or extend or act as a waiver of any other right or remedy of City or affect the subsequent exercise of the same right or remedy by City for any further or subsequent default by Sub-Grantee. A waiver or release with reference to any one event shall not be construed as continuing or as constituting a course of dealing.
17. Severability: If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.
18. Entire Agreement: This Agreement, and all exhibits annexed hereto which are incorporated herein by reference, collectively represent the entire agreement of the parties and the same supersedes any and all previous agreements of any kind. Any alterations, variations, changes, modifications, or waivers of provisions of this Agreement shall be valid only if reduced to writing, duly signed by all of the parties hereto, and attached to the original of this Agreement.

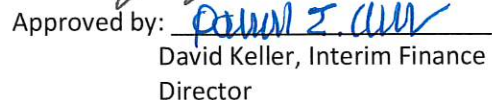
IN WITNESS WHEREOF, the parties have executed this Agreement, each through a duly authorized representative, effective on the Effective Date.

ATTEST:


Patricia A. Cerny, MMC
City Clerk

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

By: 
Josh Levy, Mayor

Approved by: 
David Keller, Interim Finance
Director

Approve As To Form & Legal Sufficiency
for the Use and Reliance of the City of
Hollywood, Florida, only.


Douglas R. Gonzales, City Attorney

CORONAVIRUS RELIEF FUND (CRF) SUB-GRANTEE AGREEMENT

Attest:

Corporate Secretary

DocuSigned by:
Donise Brown
1A3E95428776427...

Donise Brown

October 13, 2020

Hope South Florida, Inc.

By: 

Signature

Print Name: Dr. Ted Gonsky, Jr.