

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT AMONG BROWARD COUNTY, THE CITY OF HOLLYWOOD, AND THE CITY OF HOLLYWOOD COMMUNITY REDEVELOPMENT AGENCY  
REGARDING FUNDING FOR AFFORDABLE HOUSING**

This First Amendment (“First Amendment”) to the Interlocal Agreement Among Broward County, The City of Hollywood, and the City of Hollywood Community Redevelopment Agency Regarding Funding for Affordable Housing (“CRA Agreement”) is entered into by and among Broward County, a political subdivision of the State of Florida (the “County”), the City of Hollywood, a Florida municipal corporation (the “City”), and the City of Hollywood Community Redevelopment Agency (the “CRA”) (collectively, the County, the City, and the CRA are the “Parties”).

**RECITALS**

A. The Parties entered into the CRA Agreement on October 3, 2018. On December 3, 2018, the CRA refunded \$2,484,855 to the County (“2018 Refund”). On March 7, 2019, the CRA refunded an additional \$2,417,418 to the County (“2019 Additional Refund”).

B. The Parties have disputed whether the 2018 Refund and 2019 Additional Refund qualify for repayment to the City under the CRA Agreement, but agree upon the need for additional funding for the development of affordable housing to increase the supply of affordable and high-quality living units. In particular, the Parties agree that it is appropriate to provide funding for a development project referred to as “The Tropic,” which is targeted to households and populations disproportionately impacted by the COVID-19 public health emergency; the development will have at least 50% of the units set aside for individuals and households earning between 100% and 120% of the area median income and COVID-19 first responders in the community will be prioritized by offering them the first opportunity for occupancy.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this First Amendment shall retain the meaning ascribed to such terms in the CRA Agreement.

**CRA FUNDING**

2. 2018 Refund and 2019 Additional Refund. While the Parties had differing interpretations concerning the 2018 Refund and the 2019 Additional Refund pursuant to the CRA Agreement, the Parties now agree and stipulate that this First Amendment resolves any claims, demands and disputes concerning the aforementioned refunds.

## AFFORDABLE HOUSING DEVELOPMENT FUNDING

3. The Tropics Development. The City has entered into a funding commitment with the developers of “The Tropic” (the “Project”), in the form of a Gap Funding Commitment for Development of “The Tropic” Mixed-Income Workforce Housing Project executed on or about March 17, 2021, by the City, the CRA, Van Jackson, LLC, and Tropic Hollywood, Inc., affiliates of developer Affiliated Development, LLC. The Project responds to the negative economic impacts of the COVID-19 emergency by supporting the development of affordable housing in a community that has been disproportionately impacted by the COVID-19 public health emergency. The development of the Project will increase supply of affordable and high-quality living units. The County desires to provide funding to the City to assist in the development of the Project in accordance with the terms of this First Amendment.

4. Payment; Use of Payment Amount. Subject to terms and conditions set forth herein, the County shall pay to the City the total amount of **Three Million Twenty-One Thousand Six Hundred Thirty-Six Dollars (\$3,021,636.00)** (“Payment Amount”) within thirty (30) days after the effective date of this First Amendment or within ten (10) days after the City executes the Subrecipient Agreement, if required by the County pursuant to this section, whichever is later. The Payment Amount may be paid from any legally valid funding source, as County deems available and appropriate, including without limitation funding available under the American Rescue Plan Act of 2021 (“Rescue Act”). Payment shall be made to the payee and address designated in writing by the City Manager. Unless otherwise approved by the County Administrator in writing, the City shall use the Payment Amount solely for the additional project specified in Section 5 below, which is hereby added by this First Amendment as a qualified Affordable Housing Program (as defined by the CRA Agreement, as amended herein). If the County uses Rescue Act funds to pay some or all of the Payment Amount, the City shall comply with all applicable requirements and limitations regarding Rescue Act funds and will, if requested by the County, execute a Subrecipient Agreement in substantially the form attached hereto as Exhibit 1, subject to compliance with any federal guidance or regulations issued by the federal government relating to use of Rescue Act funds. Provided the City complies with the terms of the Agreement (as amended herein) and the Subrecipient Agreement, and utilizes the Payment Amount funds solely for the Project, the City shall not be obligated to repay any funds in the event it is determined that the Project is not eligible to be funded with Rescue Act funding provided by the County. The City shall deposit and report on the Payment Amount funds as if the funds were County Contributions under the CRA Agreement.

5. Affordable Housing Exhibit Modification. The Parties agree and stipulate that, as permitted by Section 2.7 of the CRA Agreement, the County Administrator and the City Manager have approved a modification of Exhibit A to the CRA Agreement to include the following additional project as a qualified Affordable Housing Program to which County Contributions and Affordable Housing Funding may be utilized under the CRA Agreement: “Funding for an 18-story mixed-income workforce housing project containing at least 208 units located in the City of Hollywood south of Young Circle between Jackson and Van Buren Street on Federal Highway, with at least 50% of the units set aside for individuals and households earning between 100% and

120% of the annual median income for Broward County, Florida, as published by the Florida Housing Finance Corporation for the applicable year, documented by recording a restrictive covenant on the property and funded in accordance with the Gap Funding Commitment for the aforementioned project executed on or about March 17, 2021, by the City, the CRA, Van Jackson, LLC, and Tropic Hollywood, Inc., affiliates of developer Affiliated Development, LLC. This project is not required to be wholly located within one or more LMI Areas, but must comply with the requirements of Exhibit A, Section 1, above regarding restrictive covenants requiring the affordability of the residential units for the applicable duration.”

## **WEST LAKE PARK DEVELOPMENT**

6. **West Lake Park; Default.** The City and the County entered into an Interlocal Agreement Between Broward County and City of Hollywood Regarding P25 System, dated June 20, 2019 (“P25 Interlocal Agreement”), under which the City and the County agreed to resolve their pending dispute regarding the siting of a final and sixteenth tower site for the County’s P25 public safety radio communication system at a location in West Lake Park (“WLP Site”). Pursuant to the P25 Interlocal Agreement, the City is obligated to expedite all required approvals, permitting, and inspections for the WLP Site, is estopped from asserting and waived all objections to the WLP Site, and covenanted not to litigate or contribute any resources to any private litigation seeking in any way to prevent or impede the installation or operation of a radio communications tower at the WLP Site. If, at any time on or after May 4, 2021, (a) the City defaults in the performance of any material provision of the P25 Interlocal Agreement including, without limitation, those recited above, (b) the City or any elected official or employee of the City takes any action to hinder or oppose the property exchange between the County and the City of Tamarac that is required under the Broward County Charter to enable the County to utilize the WLP Site to site a public safety radio communication tower, or (c) the City or any City employee fails to timely issue any permit(s) or other approval(s) necessary for implementation of the WLP Site (including within the time frames stated in Section 166.033, Florida Statutes), then the City must repay the Payment Amount to the County within thirty (30) days after the County’s demand therefor. The County may, at its sole option, offset any amounts due from the City under this section against amounts the County is otherwise obligated to pay the City under the CRA Agreement. Provided the City fully performs its obligations under the P25 Interlocal Agreement and does not default under the P25 Interlocal Agreement or the CRA Agreement as amended by this First Amendment, the County shall not seek to recover from the City or the CRA any additional amounts the County is required to pay to complete the site work, install the tower, shelter, and related equipment, and incorporate the WLP Site; notwithstanding the foregoing, the City shall remain fully responsible for any costs associated with programming and maintenance of radios owned by the City and all other responsibilities of the City under any other applicable agreement, including without limitation the Regional Interlocal Agreement Between Broward County and City of Hollywood Providing for Cooperative Participation in a Regional Public Safety Intranet. The City represents, which representation is being relied upon by the County, that the City waives any requirement that the access road at the WLP Site be paved.

## MISCELLANEOUS PROVISIONS

7. **General Release.** This First Amendment is in full and complete resolution of any and all claims, demands, or disputes the City or the CRA may have regarding the 2018 Refund the 2019 Additional Refund. Each of the City and the CRA, on behalf of itself and its officers, employees, representatives, agents, and assigns, along with anyone claiming by or through the City or the CRA (collectively, the “Releasing Parties”), hereby releases, acquits, and forever discharges the County, all County departments and divisions, and all past, current, and future County officers, employees, representatives, agents, and assigns (collectively, “Released Parties”) from any and all causes of action, claims, demands, liabilities, debts, judgments, expenses, grievances, damages, appeals, and charges that Releasing Parties have, or may have, against any or all of the Released Parties that arose at any time prior to the effective date of this First Amendment, whether or not the Releasing Parties have asserted such claims, in any way relating to the 2018 Refund or the 2019 Additional Refund (collectively “Claims”). The foregoing release does not release or otherwise affect any claim or entitlement to payment any party may have for any amount(s) other than the 2018 Refund or the 2019 Additional Refund, whether due under the CRA Agreement or under applicable law.

8. **Consultation with Counsel.** The Parties acknowledge that they have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of their rights and obligations under this First Amendment.

9. **Authority.** Each Party represents that each person executing this First Amendment on its behalf has been authorized to sign on behalf of the respective Party and to fully bind such Party to the terms of this First Amendment and that the respective Parties have the power and authority to perform their respective obligations as provided by this First Amendment.

10. **Merger; Modification.** Except as modified herein, all terms and conditions of the CRA Agreement shall remain in full force and effect. In the event of any conflict or ambiguity between this First Amendment and the CRA Agreement, the Parties agree that this First Amendment shall control. The CRA Agreement, as amended by this First Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the CRA Agreement as amended in this First Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

11. **Severability.** The Parties acknowledge and agree that if any court determines that any part, term, or provision of this First Amendment is invalid, illegal, or in conflict with any federal or Florida law, such determination will not affect the validity of the remaining portions or provisions of the First Amendment.

12. Joint Preparation. Preparation of this First Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

13. Counterparts. This First Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

14. Effective Date. This First Amendment shall be effective as of the date this First Amendment is signed by a duly authorized representative of the last of the Parties to execute this First Amendment.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 15th day of June, 2021, the CITY OF HOLLYWOOD, signing by and through its Mayor or Vice-Mayor, duly authorized to execute same, and the CITY OF HOLLYWOOD COMMUNITY REDEVELOPMENT AGENCY, signing by and through its Chair or Vice-Chair, duly authorized to execute same.

COUNTY

WITNESS:

BROWARD COUNTY, by and through  
its County Administrator

\_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
County Administrator

\_\_\_\_\_  
(Print Name of Witness)

\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
(Signature)

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600

\_\_\_\_\_  
(Print Name of Witness)

By: \_\_\_\_\_  
René D. Harrod (Date)  
Chief Deputy County Attorney

RDH  
2021-08-23 First Amendment to Hollywood CRA ILA  
7/23/2021

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT AMONG BROWARD COUNTY, THE CITY OF  
HOLLYWOOD, AND THE CITY OF HOLLYWOOD COMMUNITY REDEVELOPMENT AGENCY  
REGARDING FUNDING FOR AFFORDABLE HOUSING**

**CITY**

ATTEST:

CITY OF HOLLYWOOD

\_\_\_\_\_  
CITY CLERK

By: \_\_\_\_\_  
CITY MAYOR

\_\_\_\_\_  
Print Name

\_\_\_\_\_ day of \_\_\_\_\_, 2021

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

\_\_\_\_\_  
Douglas R. Gonzales  
CITY ATTORNEY

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT AMONG BROWARD COUNTY, THE CITY OF  
HOLLYWOOD, AND THE CITY OF HOLLYWOOD COMMUNITY REDEVELOPMENT AGENCY  
REGARDING FUNDING FOR AFFORDABLE HOUSING**

**CRA**

ATTEST:

CITY OF HOLLYWOOD COMMUNITY  
REDEVELOPMENT AGENCY

\_\_\_\_\_  
BOARD SECRETARY

By: \_\_\_\_\_  
CHAIR

\_\_\_\_\_ day of \_\_\_\_\_, 2021

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
for the use and reliance of the City of  
Hollywood Community Redevelopment  
Agency only.

\_\_\_\_\_  
Douglas R. Gonzales  
GENERAL COUNSEL



**Exhibit 1**  
Subrecipient Agreement



**SUBAWARD AGREEMENT BETWEEN BROWARD COUNTY  
AND CITY OF HOLLYWOOD  
FOR CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS**

This Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and City of Hollywood, a Florida municipal corporation ("Municipality") (each a "Party" and collectively referred to as the "Parties").

**RECITALS**

A. Pursuant to Sections 602(b) and 603(b) of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021), County was allocated \$379,304,234 in funding, of which \$189,652,117 was received by County from the U.S. Department of the Treasury ("Treasury") as the first tranche under the Coronavirus Local Fiscal Recovery Fund ("CLFRF"), Catalog of Federal Domestic Assistance ("CFDA") No. 21.027.

B. County wishes to subaward a portion of the CLFRF funds it received to Municipality as provided in this Agreement.

C. Municipality is a sub-recipient as defined under 2 C.F.R. 200.93; and County desires to provide funding for Municipality's expenses eligible for payment under the Coronavirus Local Fiscal Recovery Fund, CFDA No. 21.027.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1. DEFINITIONS**

1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, executive orders, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

1.2. **Board** means the Board of County Commissioners of Broward County, Florida.

1.3. **CLFRF** means Title VI, Sections 601 through 605 of the Social Security Act, added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021), and all rules and regulations relating thereto, as amended, including but not limited to the CLFRF Award Terms and the CLFRF Rule.

1.4. **CLFRF Award Terms** means the U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions executed by County on May 10, 2021.

1.5. **CLFRF Funds** means the funding provided to County pursuant to the CLFRF and which is subject to the restrictions and requirements of the CLFRF.

1.6. **CLFRF Guidance** means any guidance issued by the U.S. Department of the Treasury regarding the CLFRF or the CLFRF Funds, including but not limited to the Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions, As of July 19, 2021, as may be further amended or revised.

1.7. **CLFRF Rule** means any rule or regulation relating to the CLFRF Funds, including the Interim Final Rule published in 31 C.F.R. Part 35, effective May 17, 2021, as such rule may be modified or amended.

1.8. **Contract Administrator** means the County Administrator or such other person designated by the County Administrator in writing.

1.9. **Eligible Expenditures** means actual or planned expenditures that are eligible for payment using CLFRF Funds, in accordance with the CLFRF and the CLFRF Guidance.

1.10. **Project** means the project that will be implemented by Municipality, as described in Exhibit A to this Agreement.

1.11. **Treasury** means the U.S. Department of the Treasury.

## **ARTICLE 2. EXHIBITS**

The following exhibits are attached hereto and fully incorporated herein:

<b>Exhibit A</b>	<b>Project Description</b>
<b>Exhibit B</b>	<b>Budget</b>
<b>Exhibit C</b>	<b>Project Timelines</b>
<b>Exhibit D</b>	<b>Request for Payment Documentation Requirements</b>
<b>Exhibit E</b>	<b>Federal Provisions</b>

## **ARTICLE 3. TERM AND TIME OF PERFORMANCE**

3.1. **Term.** The term of this Agreement shall begin on the date it is fully executed by the Parties (“Effective Date”) and shall end on September 30, 2022 (“Initial Term”), unless earlier terminated pursuant to the terms of this Agreement. County may extend this Agreement for up to one (1) additional one (1) year term (“Extension Term”) by sending notice of extension to Municipality at least thirty (30) days prior to the expiration of the then-current term (the Initial Term and the Extension Term, if any, is the “Term”).

3.2. **Fiscal Year.** The continuation of this Agreement beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of CLFRF Funds in accordance with Chapter 129, Florida Statutes.

3.3. Time of the Essence. Unless expressly waived by the Contract Administrator in writing, time is of the essence in Municipality's performance of its duties, obligations, and responsibilities under this Agreement.

#### **ARTICLE 4. PROJECT**

4.1. CLFRF Funds. Municipality shall implement the Project stated in Exhibit A attached hereto, as may be amended from time to time. Municipality represents and certifies that any CLFRF Funds provided under this Agreement will be utilized only for Project expenses as authorized herein. Municipality shall comply with the requirements, standards, and the applicable provisions set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards."

4.2. Project Timeline. Municipality must comply with the Project Timeline set forth in Exhibit C for the Project, which Project Timeline shall not extend past the deadline for expenditures stated in Section 5.5. If Municipality fails to meet any of the deadlines for the Project set forth in Exhibit C by fifteen (15) days or more, upon written notice by the Contract Administrator and effective as of the date of such written notice, the Project will become ineligible for funding under this Agreement and County may suspend or terminate funding for the Project under this Agreement. The County Administrator is authorized to reallocate the CLFRF Funds to other purposes including to other County projects, as determined in the sole discretion of the County Administrator.

4.3. Monitoring and Reporting. County will carry out periodic subrecipient monitoring and evaluation activities, as determined necessary in County's sole discretion or as required by Uniform Grant Guidance, 2 CFR §§ 200.330 through 332. County has the right to conduct a full review of the Project at any time. County's evaluation of the Project may include, but not be limited to, compliance with the terms of this Agreement and comparisons of planned versus actual progress relating to the Project's scheduled expenditures. Upon County's request, Municipality shall promptly furnish to County such records and information requested by County related to the Project. Municipality shall meet with County at reasonable times and with reasonable notice to discuss the Project. Municipality shall collect all data required by the CLFRF Guidance and any other information required by County in order for County to comply with the Treasury's reporting and recordkeeping requirements, including those requirements set forth in the Treasury's Coronavirus State and Local Fiscal Recovery Funds Guidance on Recipient Compliance and Reporting Responsibilities, dated June 24, 2021, and as may be further amended or modified.

4.4. Monthly Reports. During the Term of this Agreement and for the month immediately following the expiration or termination of this Agreement, Municipality shall provide County with monthly progress reports in a form provided by County to Municipality, in County's discretion ("Monthly Progress Reports"), which shall include at a minimum the Project status (Not started, Completed less than 50 percent, Completed 50 percent or more, or Completed) as of the end of the applicable calendar month and the required programmatic and demographic distribution data required by the Treasury. The Monthly Progress Reports for each calendar month must be

submitted to County no later than the fifth (5th) calendar day of the next calendar month, provided that, if such date is a Saturday, Sunday, or holiday, the Monthly Progress Report may be submitted on the business day immediately following such Saturday, Sunday, or holiday. The final Monthly Progress Report delivered by Municipality to County shall serve as the final close-out report and shall also include a final accounting of the CLFRF Funds actually expended and evidence of expenditure.

## **ARTICLE 5. FUNDING AND METHOD OF PAYMENT; PROVISIONS RELATING TO THE USE OF CLFRF FUNDS**

5.1. Maximum Funds Payable. The maximum amount payable to Municipality under this Agreement is the Total CLFRF Funds amount stated in the Budget (Exhibit B). All financial obligations of County under this Agreement are subject to the availability of CLFRF Funds, as more specifically described herein. No County funds other than CLFRF Funds shall be due or payable to Municipality under this Agreement.

5.2. Invoicing. No later than ten (10) calendar days after the Effective Date of this Agreement, Municipality shall request payment from County for all Eligible Expenditures in accordance with Exhibit B by furnishing to County a request for payment in the form approved by the Contract Administrator and supporting documentation evidencing the Eligible Expenditures to be paid as provided in Exhibit D, including a certification by the chief administrative officer and the chief financial officer of Municipality, or such other persons designated by Municipality with authority to act in similar capacities, that all funds received under this Agreement will be utilized only for Eligible Expenditures (collectively, "Request for Payment"). Following receipt of a Request for Payment, County shall review the Request for Payment to determine whether the Request for Payment complies with the terms of this Agreement. If a Request for Payment includes subcontractor expenses, whether paid by Municipality on a "lump sum" or other basis, such expenses must be included in the Request for Payment with no markup and stated in the actual amount paid or to be paid by Municipality. County may, in its discretion, deny a Request for Payment to Municipality if Municipality fails to comply with this section or provide any of the documentation set forth in Exhibit D.

5.3. Payment. If Municipality is in compliance with the terms of this Agreement, including the procedures for Requests for Payment set forth in this article, County shall pay Municipality (subject to all terms and conditions of this Agreement) in accordance with Exhibit B for Project expenses that are determined by the County to be Eligible Expenditures, unless a suspension of payment as provided for in Section 5.6 has occurred.

5.4. Withholding by County. Notwithstanding any provision of this Agreement to the contrary, County may withhold, in whole or in part, payment to the extent necessary to ensure utilization of CLFRF Funds in accordance with this Agreement, Applicable Law, and the CLFRF. The amount withheld shall not be subject to payment of interest by County. Upon written notice by County, payment may be withheld by County for the duration of any failure of Municipality to comply with a term, condition, or requirement of this Agreement; County shall promptly pay the amount withheld to Municipality when Municipality's noncompliance is cured to the reasonable

satisfaction of Contract Administrator, provided that at such time Municipality is in full compliance with all other material terms and conditions of the Agreement.

5.5. Deadline for Expenditures. Municipality shall not submit Requests for Payment, and shall not be paid, for any expenditures incurred before March 3, 2021, or after December 31, 2024. If, after the expiration of this Agreement, any CLFRF Funds allocated to Municipality under this Agreement have not been previously requested by Municipality pursuant to a Request for Payment ("Remaining Funds"), County shall be relieved of any further financial obligation under this Agreement to pay Municipality the Remaining Funds.

5.6. Suspension of Payment. County may suspend payment, in whole or in part, to Municipality under this Agreement upon the occurrence of any of the following events: (a) ineligible use by Municipality of CLFRF Funds under this Agreement or the CLFRF; (b) Municipality's failure to comply with terms of this Agreement; (c) failure to submit reports as required by this Agreement; (d) submission of incorrect or incomplete reports or Requests for Payment in any material respect; or (e) Municipality's failure to comply with the indemnification obligations under this Agreement. If County elects to suspend payment to Municipality pursuant to this section, County shall provide written notice to Municipality specifying the actions that must be taken by Municipality as a condition precedent to resumption of payments and specifying a reasonable date by which Municipality must take such actions. If County determines that the specified actions were taken by Municipality by the date set forth in the notice, County shall resume payments under this Agreement.

5.7. Offset; Refund; Credit. Any amounts paid to Municipality by County under this Agreement shall be deducted from any amounts due to Municipality by County under the First Amendment to Interlocal Agreement Among Broward County, The City of Hollywood, and the City of Hollywood Community Redevelopment Agency Regarding Funding for Affordable Housing, dated [ ] ("ILA First Amendment"). If County determines, in its reasonable discretion, any CLFRF Funds paid to Municipality under this Agreement are not permitted uses for CLFRF Funds or ineligible for payment under the terms of this Agreement, or determined by the Treasury to be ineligible use(s) of CLFRF Funds, then Municipality shall be required to repay such funds to County within thirty (30) days after written demand by County. If such amounts are not timely repaid, County may, in its sole discretion, withhold payment or credit such refund obligation against any pending or subsequent Requests for Payment by Municipality, or offset Municipality's obligation to repay County under this Agreement by applying it as a credit against any other funds (except ad valorem tax revenues derived from Municipality's voter-approved debt service millage) owed by County to Municipality under this or any other agreement or any other payment obligation, including without limitation the ILA First Amendment. Any refunds paid under this section shall be credited against any amounts paid under the ILA First Amendment, such that the total amount paid by County to Municipality under this Agreement and the ILA First Amendment, after accounting for all refunds and credits, shall be the amount owed by County to Municipality under the ILA First Amendment. In no event, after all such refunds or credits are applied, shall the total net amount paid by County to

Municipality under this Agreement and the ILA First Amendment be more or less than the total amount due to Municipality under the ILA First Amendment.

## **ARTICLE 6. MUNICIPALITY COVENANTS**

6.1. CLFRF Eligibility Criteria. Municipality acknowledges and agrees that CLFRF Funds may only be utilized to cover Eligible Expenditures under the CLFRF and the CLFRF Guidance. Municipality warrants and represents that Municipality will only request, receive, or accept CLFRF Funds under this Agreement for Eligible Expenditures that comply with all of these requirements and limitations and all requirements and limitations of the CLFRF and the CLFRF Guidance, including as such may be amended.

6.2. Use of CLFRF Funds. Municipality represents and agrees that the funding provided by County to Municipality under this Agreement will be utilized by Municipality only for the Project, as specified in Exhibit A and in accordance with the Project budget set forth in Exhibit B and the Project Timeline set forth in Exhibit C. Pre-award costs, as defined in 2 C.F.R. Section 200.458, may not be paid with CLFRF Funds.

6.3. Proceeds. If any assets acquired using CLFRF Funds are disposed or sold in exchange for compensation of any kind prior to December 31, 2024, Municipality shall transfer the proceeds from any such sale or disposal, if any, to County, or pay County the cash equivalent of the in-kind value, within five (5) business days after receipt of such proceeds.

6.4. Equipment and Real Property Management. Any purchase of equipment or real property with CLFRF Funds must be consistent with the Uniform Guidance 2 C.F.R. Part 200, Subpart D. Equipment and real property acquired with CLFRF Funds must be used for the originally authorized purpose and is subject to restrictions on disposition, in accordance with 2 C.F.R. Part 200.311 and 2 C.F.R. Part 200.313

6.5. Conflict of Interest. Municipality acknowledges and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. Part 200.318(c), and that such conflict of interest policy is applicable to each project funded under this Agreement. Municipality must disclose in writing to County any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. Part 200.112.

6.6. Publications. Any publications produced with CLFRF Funds must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP0160 awarded to Broward County by the U.S. Department of the Treasury."

## **ARTICLE 7. INDEMNIFICATION**

To the extent permitted by law, Municipality shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims,

losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Municipality, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Municipality shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Municipality under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

## **ARTICLE 8. AUDITING**

8.1. Audit Rights. In addition to the audit requirements of Section 8.4, County shall have the right to audit the books, records, and accounts of Municipality and any subcontractors (collectively, "Audited Entities") providing goods or services for which funding or reimbursement is sought under this Agreement ("Contract Records"). Audits, reviews, monitoring, inspections, and investigations conducted pursuant to this Agreement may include, but are not limited to, on-site visits by County staff, interviews of staff of any of the Audited Entities, review of performance and financial reports, determining and monitoring appropriate corrective action, and issuing management letters on deficiencies or weaknesses identified. Audited Entities shall fully comply and cooperate with any auditing and monitoring activities deemed appropriate by County.

8.2. Retention of Records. Audited Entities shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request by the Contract Administrator to do so, Audited Entities shall make same available in written form at no cost to County.

Contract Records include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers and memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance relating to the Project. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations or performance relating to the Project of any of the Audited Entities.



Audited Entities shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to the Project or this Agreement for at least five (5) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). The Project and all expenditures relating to the Project shall be subject to County's review, critique, and analysis for the duration of the Project. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Municipality in order to conduct audits or other investigations.

8.3. Audit Results. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment made or based upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by Municipality in addition to any required adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made by Municipality to County within thirty (30) days after presentation of County's findings to Municipality.

8.4. Audit Requirements. Municipality shall comply with the requirements, standards, and the applicable provisions set forth in the Single Audit Act (31 U.S.C. Sections 7501-7507) and the related provisions of 2 C.F.R. Part 200 (Uniform Guidance), including but not limited to 2 C.F.R. Part 200.303 (Internal Controls), 2 C.F.R. Part 200.317 through 327 (Procurement and other Property Standards), 2 C.F.R. Part 200.331 through 332 (Subrecipient Monitoring and Reporting), and Subpart F, Audit Requirements. Municipality shall comply with the audit requirements set forth in 2 C.F.R. Part 200, Subpart F, Audit Requirements, Section 215.97, Florida Statutes, applicable Rules of the Department of Financial Services, and Chapters 10.550 (local government entities) or Chapter 10.650 (nonprofit and for profit organizations), Rules of the Auditor General, State of Florida, as applicable. Copies of the reporting package required under 2 C.F.R. Part 200 must be filed with County the earlier of thirty (30) calendar days after receipt of the Auditor's Report(s), or nine (9) months after the end of the audit period. All CLFRF Funds provided by County must be shown via explicit disclosure in Municipality's annual financial statements or the accompanying notes to the financial statements.

8.5. Municipality shall comply with all requirements of the U.S. Department of Treasury Office of Inspector General, including any requirement to register with SAM.gov.

## **ARTICLE 9. TERMINATION**

9.1. County's obligations under this Agreement are subject to the availability of CLFRF Funds. If CLFRF Funds become unavailable, County may terminate this Agreement upon written notice to Municipality no less than three (3) days prior to the effective termination date stated in the notice. This Agreement may also be terminated by the Board upon fifteen (15) days' prior written

notice to Municipality if the Board determines that the emergency circumstances of the COVID-19 crisis require that the CLFRF Funds be otherwise allocated. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

9.2. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach.

9.3. This Agreement may be terminated for cause by County for reasons including, but not limited to any of the following:

9.3.1. Repeated submission by Municipality (whether negligent or intentional) for payment of false or incorrect Requests for Payment; or

9.3.2. Fraud, misrepresentation, or material misstatement in the performance of this Agreement by Municipality or its subcontractor(s); or

9.3.3. Municipality's failure to comply with applicable federal, state, or local law or regulations; or

9.3.4. Municipality's utilization of the CLFRF Funds provided under this Agreement for uses or purposes other than the Project.

9.4. This Agreement may be terminated for convenience by County, which termination date shall be not less than thirty (30) days after the date of such written notice.

9.5. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

9.6. If this Agreement is terminated for any reason, County may, in County's reasonable discretion, reimburse Municipality upon receipt of a Request for Payment in accordance with the terms of this Agreement for documented and committed Eligible Expenditures related to the Project incurred by Municipality prior to the date of Municipality's receipt of the written notice of termination. For purposes of this Agreement, documented and committed Eligible Expenditures related to the Project means any verifiable expense that has already been incurred by Municipality and cannot be recovered, including, but not limited to a purchase order for payment of materials and supplies, executed by Municipality or subcontractor on Municipality's behalf, for the Project under this Agreement. Notwithstanding the above, Municipality shall not expend, or commit to expend, any funds for Eligible Expenditures related to the Project after written notice of termination is provided by Municipality to County or received by Municipality from County. Any payment by County pursuant to this section is subject to all applicable provisions of this Agreement, including the sections surviving termination of this Agreement as

set forth in Section 11.22. In addition to any right of termination stated in this Agreement, County shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity, all such remedies being cumulative.

9.7 Any CLFRF Funds paid to Municipality that remain unexpended on the earlier of (i) the date of expiration of this Agreement or (ii) the date of receipt of notice of termination of this Agreement shall be returned to County within seven (7) business days after such date.

## **ARTICLE 10. INSURANCE**

10.1. Municipality is a governmental entity and is fully responsible for the acts and omissions of its agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes.

10.2. Upon request by County, Municipality must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If Municipality holds any excess liability coverage, Municipality must ensure that Broward County is named as an additional insured and certificate holder under such excess liability policy and provide evidence of same to County.

10.3. If Municipality maintains broader coverage or higher limits than the minimum coverage required under Florida law, County shall be entitled to such broader coverage and higher limits on a primary and noncontributory basis. County's insurance requirements shall apply to Municipality's self-insurance.

10.4. If Municipality contracts with a subcontractor to provide any of the services for the Project, Municipality shall require that each subcontractor procure and maintain insurance coverage that adequately covers each subcontractor's exposure based on the services provided by that subcontractor. Municipality must ensure that all such subcontractors name "Broward County" as an additional insured and certificate holder under the applicable insurance policies. Municipality shall not permit any subcontractor to provide services for the Project until the insurance requirements of the subcontractor under this section are met. If requested by County, Municipality shall furnish evidence of insurance of all such subcontractors.

10.5. County reserves the right, but not the responsibility, to periodically review any and all insurance policies.

## **ARTICLE 11. MISCELLANEOUS**

11.1. Nondiscrimination. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Municipality shall comply with all applicable statutes and regulations prohibiting discrimination, including without limitation: (i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. Sections 2000d et seq.) and implementing regulations at 31 C.F.R. Part 22, (ii) The Fair Housing Act, Title VIII of the Civil Rights

Act of 1968 (42 U.S.C. Section 3601 et seq.), (iii) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), (iv) The Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101 et seq.), and implementing regulations at 31 C.F.R. Part 23, and (v) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. Sections 12101 et seq.). Municipality shall include the foregoing or similar language in its contracts with subcontractors for goods or services that constitute Eligible Expenditures.

11.2. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Municipality to manage and supervise the performance of this Agreement. Any determination by the Contract Administrator that this Agreement authorizes the Contract Administrator to make shall be binding on the Parties. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority in connection with the day-to-day management of this Agreement.

11.3. Public Records. The Parties agree and stipulate that both Parties are subject to Florida public records laws and shall fully comply with same. At the request of County, Municipality shall, in accordance with Applicable Law, respond to any request for public records received by County relating to the Project. Any other public records request shall be responded to by the receiving party. Each Party shall cooperate upon request by the other Party and provide any requested records to enable the Party to respond to a public records request.

Any material submitted to County that Municipality contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Municipality must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by Municipality as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Municipality. Municipality shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a public records request by a third party.

11.4. Independent Contractor. Nothing in this Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties or between County and any subcontractor. Neither Party nor its agents shall act as officers, employees, or agents of the other Party. Neither Party shall have the right to bind the other Party to any obligation not expressly undertaken by that Party under this Agreement.

11.5. Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County or Municipality, nor shall anything included herein be construed as consent by County or Municipality to be sued by third parties in any matter arising out of this Agreement. County and Municipality are subdivisions of the State of Florida, as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of their respective employees pursuant to Section 768.28, Florida Statutes.

11.6. Third-Party Beneficiaries. Neither Municipality nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.7. Notices. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Broward County  
Attn: County Administrator  
115 South Andrews Avenue, Room 303  
Fort Lauderdale, Florida 33301  
Email address: [bhenry@broward.org](mailto:bhenry@broward.org)

With a copy to:

Broward County  
Attn: County Attorney  
115 South Andrews Avenue, Room 423  
Fort Lauderdale, Florida 33301  
Email address: [ameyers@broward.org](mailto:ameyers@broward.org) and [aashton@broward.org](mailto:aashton@broward.org)

FOR MUNICIPALITY:

City of Hollywood  
Attn: City Manager  
2600 Hollywood Boulevard, Room 419  
Hollywood, Florida 33020  
Email address: [wishmael@hollywoodfl.org](mailto:wishmael@hollywoodfl.org), [areichbach@hollywoodfl.org](mailto:areichbach@hollywoodfl.org) and [mjohns@hollywoodfl.org](mailto:mjohns@hollywoodfl.org)

With a copy to:

City of Hollywood  
Attn: City Attorney  
2600 Hollywood Boulevard, Room 407  
Hollywood, Florida 33020  
Email address: [dgonzales@hollywoodfl.org](mailto:dgonzales@hollywoodfl.org) and [shirsch@hollywoodfl.org](mailto:shirsch@hollywoodfl.org)

11.8. Assignment. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Municipality without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section (unless County subsequently consents thereto in writing) shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity, all such remedies being cumulative.

11.9. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's or Municipality's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.10. Compliance with Laws. Municipality must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. Municipality hereby accepts and shall comply with the additional terms for federally funded contracts set forth in Exhibit E, to the extent applicable, and shall include such applicable federal provisions in any contracts with subcontractors.

11.11. Representation of Authority. The Parties represent and warrant that this Agreement constitutes the legal, valid, binding, and enforceable obligation of each Party, that execution of this Agreement is within each Party's legal powers, and that each individual executing this Agreement is duly authorized by all necessary and appropriate action to do so on behalf of that Party and does so with full legal authority.

11.12. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.13. Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

11.14. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein,” “hereof,” “hereunder,” and “hereinafter” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated. To be effective, any approval under this Agreement made by or on behalf of County must be in writing.

11.15. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect unless otherwise expressly stated herein.

11.16. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, EACH OF MUNICIPALITY AND COUNTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

11.17. Amendments. Except as expressly authorized herein, no modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and Municipality.

11.18. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

#### 11.19. Payable Interest

11.19.1. Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to Municipality for any reason, whether as prejudgment interest or for any other purpose, and Municipality waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

11.19.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.20. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

11.21. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

11.22. Survivability. Notwithstanding any expiration or termination of this Agreement, the following provisions shall survive expiration and termination: Section 4.3 (Monitoring and Reporting); Section 4.4 (Monthly Reporting); Section 5.5 (Deadline for Expenditures); Section 5.7 (Offset; Refund; Credit); Article 6 (Municipality Covenants); Article 7 (Indemnification); Article 8 (Auditing); Section 9.7 (Unexpended Funds); Section 11.3 (Public Records); Section 11.5 (Sovereign Immunity); Section 11.6 (Third-Party Beneficiaries); Section 11.16 (Law, Jurisdiction, Venue, Waiver of Jury Trial); Section 11.19 (Payable Interest); and this Section 11.22 (Survivability).

(The remainder of this page is intentionally blank.)



IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 15th day of June, 2021, and City of Hollywood, signing by and through its Mayor or Vice-Mayor, duly authorized to execute same.

COUNTY

WITNESS:

BROWARD COUNTY, by and through  
its County Administrator

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
County Administrator

\_\_\_\_\_  
(Print Name of Witness)

\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
(Signature)

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600

\_\_\_\_\_  
(Print Name of Witness)

By: \_\_\_\_\_  
Alicia C. Lobeiras  
Assistant County Attorney

By: \_\_\_\_\_  
Annika E. Ashton  
Deputy County Attorney

ACL  
CLFRF - Hollywood  
08/23/2021  
#581357v2

**SUBAWARD AGREEMENT BETWEEN BROWARD COUNTY  
AND CITY OF HOLLYWOOD  
FOR CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS**

**CITY OF HOLLYWOOD**

ATTEST:

CITY OF HOLLYWOOD

\_\_\_\_\_  
CITY CLERK

By: \_\_\_\_\_  
CITY MAYOR

\_\_\_\_\_  
Print Name

\_\_\_\_\_ day of \_\_\_\_\_, 2021

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

\_\_\_\_\_  
Douglas R. Gonzales  
CITY ATTORNEY

## **EXHIBIT A PROJECT DESCRIPTION**

City will use the CLFRF Funds under this Agreement to pay costs of land acquisition by Van Jackson LLC and/or Tropic Hollywood, Inc. ("Developer") to be used for development of a mixed-income workforce housing project comprised of approximately 208 units, one-half of which will be workforce housing, with Class-A amenities and garage parking.

Property: Located at 1744 & 1753 Federal Highway between Van Buren Street and Jackson Street the legal description of the parcels is as follows:

### **1744 Federal Highway**

LOTS 26, 27, 28, 29 AND 30, LESS THE WEST 15 FEET OF LOT 30, AND LESS THAT PART OF LOT 30 WHICH IS INCLUDED IN THE EXTERNAL AREA FORMED BY A 15 FOOT RADIUS ARC WHICH IS TANGENT TO THE NORTH LINE OF SAID LOT 30 AND TANGENT TO A LINE WHICH IS 15 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID LOT 30, IN BLOCK 59, OF HOLLYWOOD, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 21, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

### **1753 Federal Highway**

LOT 1, LESS THE WESTERLY 15 THEREOF AND LESS THAT PORTION OF LOT 1 MORE SPECIFICALLY DESCRIBED IN THAT CERTAIN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 5966, PAGE 12, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND ALL OF LOTS 2, LOT 3, AND LOT 4, IN BLOCK 59, OF THE TOWN OF HOLLYWOOD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 21, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

Affordability requirements: One-quarter of the total dwelling units occupied by tenants that earn up to 100% of the AMI, one-quarter of the total dwelling units occupied by tenants that earn up to 120% of the AMI, and one-half of the total dwelling units shall be unrestricted.

**AMI:** Broward County Area Median Income, as set forth each year by the Department of Housing and Urban Development.

City shall cause Developer to record a 15-year Restrictive Covenant containing the affordability requirements above and shall monitor the Project and Development for compliance with the requirements.

Expenditure Category: EC 3.10 Housing Support: Affordable Housing; Interim Rule, 31 C.F.R. Part 35.6(b)(12)(ii)(B): Development of affordable housing to increase supply of affordable and high-quality living units.

Number of Affordable Housing Units Developed: 104

Narrative: The Project is targeted to households and populations disproportionately impacted by the COVID-19 public health emergency and COVID-19 first responders in the community will be prioritized by offering them the first opportunity for occupancy.

**Federal Award Identification Information as required by 2 C.F.R. Part 200.332**

Subrecipient name: City of Hollywood

Subrecipient Unique Entity Identifier: 076022136 (DUNS)

Federal Award Identification Number (FAIN): SLFRP0160

Federal Award Date: May 18, 2021

Subaward Period of Performance Start and End Date: See timeline in Exhibit C

Subaward Budget Period Start and End Date: See timeline in Exhibit C

Amount of Federal Funds obligated by this action: \$3,021,636

Total Amount of Federal Funds obligated to Municipality by County, including the current obligation: \$3,021,636

Total Amount of the Federal Award committed to Municipality by County: \$3,021,636

Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): See Exhibit A for project description.

Name of Federal Awarding Agency, pass-through entity, and contact information for awarding official of the pass-through entity:

Federal Awarding Agency: Department of Treasury

Pass-through Entity: Broward County

Contact Information for awarding official of the passthrough entity: See Section 11.7 of this Agreement.

Assistance Listings number and Title: 21.027 – CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS; The dollar amount made available under each Federal Award and CFDA at time of disbursement: CFDA 21.027 - \$3,021,636

Identification of whether the award is R&D: No

Indirect cost rate for the Federal award: N/A

**EXHIBIT B  
BUDGET**

**Total CLFRF Funds: \$3,021,636**

Funding to be provided for the acquisition of land for the Project. The CLFRF Funds from County will be combined with \$478,364 from ARPA funding allocated to Municipality.

Below is the Sources and Uses budget for the Project (acquisition only):

<b>Use</b>	<b>County CLFRF Funds</b>	<b>City Funds</b>	<b>Developer Funds</b>
Land Acquisition	\$3,021,636	\$478,364	\$700,000

**EXHIBIT C  
PROJECT TIMELINE**

<b>Activity</b>	<b>Deadline</b>
Submission of Payment Request	Within 10 calendar days after Effective Date
100% Expenditure of CLFRF Funds under Agreement	September 30, 2022
Subaward Budget Period	Effective Date through September 30, 2022
Subaward Period of Performance	Effective Date through September 30, 2022
Monthly Reporting	On 5 <sup>th</sup> calendar day of each month
Closing of Land Acquisition for Project	December 31, 2021
Construction Completion	December 31, 2024

**EXHIBIT D**  
**REQUEST FOR PAYMENT DOCUMENTATION REQUIREMENTS**

- Executed purchase contract
- Any other documentation or certification required by federal law

## **EXHIBIT E FEDERAL PROVISIONS**

Municipality shall comply with the following Federal provisions, if applicable, and shall include such Federal provisions in Municipality's contracts with subcontractors, including all applicable provisions set forth in 2 C.F.R. Appendix II to Part 200:

1. For all federally assisted construction contracts (as defined in 41 C.F.R. Part 60-1.3):

a. Municipality will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Municipality will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Municipality agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. Municipality will, in all solicitations or advertisements for employees placed by or on behalf of Municipality, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

c. Municipality will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Municipality's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. Municipality will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. Municipality will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of Municipality's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.



g. Municipality will include the provisions of Sections (1)(a) through (1)(f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Municipality will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event Municipality becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Municipality may request the United States to enter into such litigation to protect the interest of the United States.

2. For all construction contracts in excess of \$2,000:

a. Municipality shall comply with 40 U.S.C. 3141-3144, 3146-3148 as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federal Financed and Assisted Construction"), and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

b. Municipality is 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. Municipality shall pay wages not less than once a week.

c. Municipality shall comply with the Copeland "Anti-Kickback" Act, 18 U.S.C. § 874, 40 U.S.C. § 3145, and 29 C.F.R. 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," as may be applicable, which are incorporated by reference into this contract. Municipality shall not induce by any means any person employed in construction, completion or repair of work, to give up any part of the compensation to which he or she is otherwise entitled.

d. Municipality shall insert in any subcontracts the clause above and such other clauses as the federal funding agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Municipality shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

e. A breach of the contract clause above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

3. All contracts in excess of \$100,000 that involve the employment of mechanics or laborers:

a. Municipality shall comply with 40 U.S.C. §§ 3702 and 3704, as supplemented by the Department of Labor regulations (29 CFR Part 5).

b. Municipality shall, among other things, compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Municipality shall compensate work in excess of the standard work week at a rate of not less than one and half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Municipality shall not require laborers or mechanics to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

4. All federally funded contracts:

a. Municipality shall 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 federal funding agency.

b. Municipality agrees 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), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

c. Municipality shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

d. Municipality agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C until the termination or expiration of this Agreement. Municipality further agrees to include a provision requiring such compliance in its lower tier covered transactions relating to this Agreement. Municipality affirms and verifies that neither Municipality, nor any of its principals (defined at 2 C.F.R. § 180.995) or affiliates (defined at 2 C.F.R. § 180.905), are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

e. The foregoing subsections are material representations of fact relied upon by County. If it is later determined that Municipality did not comply with 2 C.F.R. Part 180, subpart C or 2 C.F.R. Part 3000, subpart C, in addition to remedies available to County, the federal government may pursue available remedies, including, but not limited to suspension and/or debarment.

f. Municipality shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Among other things, Municipality shall procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recover materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.00; procuring solid waste management services in a manner that maximizes

energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

5. By execution of this Agreement, Municipality certifies that:

a. No Federal appropriated funds have been paid or will 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. Municipality 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 subrecipients shall certify and disclose accordingly.

d. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Municipality certifies or affirms the truthfulness and accuracy of each statement of the foregoing certification and disclosure, if any. In addition, Municipality understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

6. Federal regulations applicable to the CLFRF Funds, including without limitation, the following:

a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to the CLFRF Funds and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to the CLFRF Funds.

b. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

c. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

d. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

e. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

f. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

g. New Restrictions on Lobbying, 31 C.F.R. Part 21.

h. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. Sections 4601-4655) and implementing regulations.

i. Generally applicable federal environmental laws and regulations.

j. Municipality agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. Section 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

k. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Municipality should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees while operating company-owned, rented, or personally owned vehicles.

l. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Municipality should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Municipality should establish workplace safety policies to decrease accidents caused by distracted drivers.

m. Municipality shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. Section 2000d et seq.) as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. Section 200d et seq., as implemented by the Department of the Treasury's Title VI

regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this contract or agreement.

n. Municipality shall comply with assurances 1-4 found on page 5 of the CLFRF Award Terms, relating to compliance with Title VI of the Civil Rights Act of 1964. If any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates Municipality, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extending or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Municipality for the period during which it retains ownership or possession of the property.