

CITY OF HOLLYWOOD
COMMUNITY REDEVELOPMENT AGENCY

CITYWIDE PROPERTY IMPROVEMENT PROGRAM (CPIP) GRANT AGREEMENT

THIS AGREEMENT is made and entered into this _____ **day of** _____, **20** by and between the Hollywood, Florida, Community Redevelopment Agency, a Florida body corporate and politic ("CRA") and _____ the (**OWNER/TENANT**) of the property located at _____ whose Federal I.D. No. is _____ ("Recipient").

RECITALS

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

WHEREAS, the Citywide Property Improvement Program ("Program") is designed to improve blighted publicly or privately owned buildings in the Beach and Downtown Districts; and

WHEREAS, in 2005, the Community Redevelopment Agency (CRA) Board established the Property Improvement Program ("PIP") to leverage private investment for exterior and interior property improvements and to eliminate slum and blighting influences within the Hollywood Beach and Downtown Districts of the CRA; and

WHEREAS, in 2011, the CRA Board approved amendments to the Property Improvement Program and, pursuant to Resolution No. R-CRA-2011-64, authorized the CRA Executive Director to approve PIP grants below \$25,000 in accordance with program requirements; and

WHEREAS, on December 6, 2017, the City Commission adopted Resolution No. R-2017-377 establishing a pilot Commercial Property Improvement Program ("CPIP") to enhance corridor aesthetics, expand the tax base, and stimulate private investment; and

WHEREAS, on June 19, 2019, the City Commission adopted Resolution No. R-2019-168 expanding the CPIP to include Hollywood Boulevard, Johnson Street, US 441, Dixie Highway, and Federal

Highway to leverage private investment for general exterior property improvements to structures and/or to eliminate slum and blighting influences within the designated areas; and

WHEREAS, on July 3, 2019, the CRA Board adopted Resolution No. R-CRA-2019-35 creating the Mural Only Program (“MOP”) to support targeted visual improvements and reduce blight; and

WHEREAS, on September 14, 2021, the City Commission adopted Resolution No. R-2021-227 expanding CPIP to include privately owned commercial and industrial properties Citywide, outside of the CRA Beach and Downtown Districts; and

WHEREAS, on April 2, 2025, the City Commission adopted Resolution No. R-2025-091 further expanding CPIP by establishing tiered participation levels, including Paint or Landscape-Only, Paint and/or Landscape, and Comprehensive Property Improvements; and

WHEREAS, on May 6, 2026, the City Commission and CRA Board, respectively, approved and adopted the consolidation and expansion of all property improvement grant programs into a unified Citywide Program, establishing updated participation tiers, implementing program modifications to streamline administration, and authorizing the CRA Executive Director, or designee, to execute all agreements within applicable spending authority to implement the Program; and

WHEREAS, a portion of the CPIP is funded with **Tax Increment Fund (TIF) dollars** from the CRA; and a portion of the CPIP is funded with revenue received from Broward County through a 2018 Interlocal Agreement (ILA with the CRA; and

WHEREAS, pursuant to the CPIP, **[ENTER NAME HERE]**, as a duly authorized representative of Recipient, has applied for a **[ENTER CPIP PARTICIPATION LEVEL HERE]** Program grant pursuant to the Program to assist it in making exterior property improvements to the property located at **[ENTER PROPERTY LOCATION HERE]**; and

WHEREAS, after reviewing the application submitted by Recipient and notifying the CRA Executive Director or designee, the City of Hollywood’s Office of Communications, Marketing &

Economic Development staff has found and determined that it would be beneficial for the redevelopment efforts of the CRA, to support Recipient's improvement project using **Tax Increment Fund (TIF) or 2018 Interlocal Agreement Funds (ILA)** upon the terms and conditions hereinafter described; and

WHEREAS, on [DATE] the CRA Executive Director or designee approved said grant to [ENTER RECIPIENT HERE].

NOW, THEREFORE, for the mutual considerations described herein and other good and valuable consideration, the parties agree as follows:

I) CRA Obligations and Responsibilities:

- (A) Upon Recipient completing the [ENTER CPIP PARTICIPATION LEVEL HERE] acceptable to the City's Department of Development Services and after construction is completed and upon receipt of all documentation relating to the project's improvement costs, the CRA shall reimburse Recipient 50% of the construction cost not to exceed a maximum grant of \$[ENTER \$ HERE]. If the Recipient fails to complete the [ENTER CPIP PARTICIPATION LEVEL HERE] at the property located at [ENTER PROPERTY LOCATION HERE] by the completion date, the CRA shall not be liable for reimbursement for any construction, or related costs, unless the CRA Executive Director or designee agrees in writing.
- (B) The CRA shall not be liable for payments for services beyond the scope of the authorized improvements, nor shall the CRA be liable for improvements which are made after the comprehensive exterior property improvement project is completed or after the CRA has authorized reimbursement to the Recipient. Any funding from the TIF/ILA is contingent upon the availability of funding from the CRA.
- (C) The CRA shall not be a party to, nor is it liable for, any contractual payments to any contractors, architects or other third parties. Payments to any contractors, architects or other parties are the sole responsibility of the Recipient.
- (D) The CRA may terminate the Agreement at any time, with or without cause, and without prior notice to the Recipient. In the event of termination, the CRA shall not be liable for any damages, losses, costs, or expenses incurred by the recipient, or associated parties, as a result of such termination. Recipient acknowledges that funding under this Program is appropriated on an annual basis and is subject to the availability of funds; accordingly, funding is not guaranteed from year to year.

II) Recipient Obligations and Responsibilities:

- (A) Recipient agrees to accept the grant funds in an amount not to exceed **\$(ENTER \$ HERE)**. Such grant funds shall be provided on a reimbursement basis and shall only be for 50% of the construction, up to a maximum grant amount of **\$(HERE \$ HERE)**.
- (B) Recipient acknowledges and agrees that the funds are to be used solely for property improvements approved by the CRA on the property located at: **ENTER PROPERTY LOCATION HERE**.
- (C) Recipient acknowledges that it is the **INDICATE PROPERTY OR BUSINESS OWNER**, and, as the authorized representative of the Owner, **ENTER OWNER NAME HERE IF APPLICABLE**, has the legal authority to enter into agreements for exterior property improvements.
- (D) Recipient shall submit a final design sketch of the exterior property improvements along with a contractor's bid for the improvements, and all other required documentation (which are referenced in the Citywide Property Improvement Program Policy and are incorporated herein by reference) to the City of Hollywood Office of Communications, Marketing & Economic Development for review by applicable committees and/or City staff. All general exterior property improvements shall be consistent with all applicable City of Hollywood codes and design regulations.
- (E) Recipient agrees that all exterior property improvements as set forth in **Appendix "A" "Bid Summary Form"** shall be completed by **ENTER COMPLETION DATE** and no grant fund reimbursement payments shall be made prior to completion.
- (F) Recipient shall comply with all applicable federal, state, county and municipal laws, ordinances, codes and regulations.
- (G) Recipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices to maintain adequate internal controls which, relating to façade improvements, sufficiently and properly reflect all expenditures of funds provided by the CRA under this Agreement.
- (H) Recipient shall make all books pertaining to the business and exterior property improvements project available to the CRA for inspection, review or audit purposes at all reasonable times upon demand during the term of this Agreement and for five (5) years thereafter.
- (I) The Recipient, upon completion of all agreed and approved exterior property improvements, shall submit to the CRA all supporting documentation, including but not limited to: receipts and summary of expenditures, contractor invoices and proof of payment, release of funds, City of Hollywood permit, City of Hollywood, Inspection Reference Log, City of Hollywood Certificate of Completion, recorded Notice of Commencement, recorded Termination of Notice of Commencement, two (2) high-resolution digital photographs of the completed exterior property improvements, and records of the construction costs incurred for the exterior property improvements project on the subject property, documentation (which are referenced in the Citywide Property Improvement Program Policy and are incorporated herein by reference), within **ENTER NUMBER OF MONTHS** months of execution of the Agreement.

- (J) Recipient shall maintain, at its own expense, General Liability Insurance covering the subject property and the resultant uses thereof in the amount of \$1,000,000.00 and will maintain property damage coverage for a minimum of \$100,000.00 the premium of which shall be paid prior to execution of this Agreement. Said insurance shall name the CRA as an Additional Insured and Certificate Holder; and shall provide that the CRA will receive notice of any cancellation or change in coverage. Recipient shall furnish CRA with the Certificates of Insurance. Any lapse of this coverage during this period of the Agreement shall be grounds for termination of the Agreement by the CRA. **In the event the project includes seawall improvements and/or encroaches into or otherwise occurs within the public right-of-way, Recipient shall be required to obtain and maintain such additional insurance coverage as may be deemed necessary by the CRA and/or the City's Risk Management division.**
- (K) The Recipient acknowledges and agrees that the Contractor has been formally informed that construction work must begin promptly from the date of Building Permit issuance and shall be carried out at a rate to ensure its full completion no later than **[ENTER NUMBER OF MONTHS FOR COMPLETION]** of the Building Permit issuance. The rate of progress and the time of completion are essential conditions of the Funding Agreement.
- (L) Recipient agrees that any request for a project extension must be submitted in writing, signed by the Recipient, and provided to Economic Development staff at least thirty (30) days prior to the established Completion Date. Each request must clearly state the valid justification for the delay. Extension requests for administratively approved projects are subject to the review and final approval of the City Manager or their designee, at their sole discretion. Extension requests for projects approved by the CRA Board are subject to the review and final approval of the Board, at its discretion.

(III) Representations

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

- (A) Recipient, or any of its officers, directors, or employees has not been convicted of any felony or crime involving dishonesty, fraud, misrepresentation or moral turpitude.
- (B) To the best knowledge of the Recipient, there is no action, investigation or proceeding pending against the Recipient or any of its officers, directors or employees involving dishonesty, fraud, misrepresentation, moral turpitude or like matters, nor is there any factual basis which is likely to give rise to such an action, investigation or proceeding.
- (C) The Recipient is a duly authorized representative of the business and is authorized to execute this Agreement.
- (D) The Recipient shall comply with all applicable laws and procedures in connection with the expenditure of funds including but not limited to obtaining all necessary permits and licenses.

Term of Agreement

This Agreement shall commence upon execution and shall expire in five (5) years. In the event the Recipient fails to complete the project within **[ENTER CORRESPONDING TIME FRAME]** from the execution of this Agreement, and/or adhere to any, or all, of the previously mentioned regulations and guidelines, CRA reserves the right to terminate this Agreement.

(V) Designated Representatives

The names and addresses of the Designated Representatives of the parties in connection with this Agreement are as follows:

AS TO AGENCY: **CRA Executive Director**
2600 Hollywood Blvd.
Hollywood, FL 33020

WITH A COPY TO: **General Counsel**
2600 Hollywood Blvd., Room 407
Hollywood, FL 33020

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

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

- (A) Recipient acknowledges that the CRA is not affiliated with or responsible for Recipient's activities hereunder or otherwise. Further, Recipient hereby indemnifies and holds harmless the CRA for any actions, suits, or proceedings arising out of the subject matter of this Agreement. Such obligation to indemnify and hold harmless shall continue notwithstanding any negligence or comparative negligence on the part of the CRA, its officers, officials, agents or employees, relating to such loss or damage and shall include all costs, expenses and liabilities incurred by the CRA in connection with any such claim, suit, action proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof.
- (B) Recipient agrees that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of partners or joint ventures between the CRA and the Recipient as an agent, representative or employee of the CRA for any purpose or in any manner whatsoever, and that it shall not represent to any third parties that such is the case.
- (C) Recipient may not assign any rights under this Agreement without the prior written consent of the CRA, which may be withheld in its sole discretion.

- (D) The name and address of the official payee to whom payments hereunder will be made is: [NAME].
- (E) This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be heard in Broward County, Florida. No remedy herein conferred upon any party is intended to be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other of further exercise thereof.
- (F) This Agreement may only be amended or modified by an instrument in writing signed by both parties.
- (G) The Recipient acknowledges and agrees that the CRA may at its sole discretion discontinue this Program at any time, including the right to cancel the Program and any pending or approved applications, and to withhold funding for any reason. At all other times, either party can cancel this agreement by thirty-(30) days written notice to the other. If Recipient cancels this Agreement, the CRA shall not be liable to any Contractor (s) or Subcontractor (s) with relation to any work performed pursuant to the contract between Recipient and the Contractor(s) or Subcontractor(s).
- (H) Recipient shall be required to provide sufficient security for grants awarded by the CRA. Such security shall be approved by the CRA Executive Director or designee and General Counsel to sufficiently cover the repayment provision and may include a personal guarantee, security Agreement and/or any other acceptable form of security. Security requirements shall not be applicable to exterior-only improvement projects. Nothing in this paragraph shall be construed to prohibit the CRA from awarding a grant without security, if it is determined that such grant is in the best interest of the CRA.

CITYWIDE PROPERTY IMPROVEMENT PROGRAM (CPIP) GRANT AGREEMENT

IN WITNESS WHEREOF, the parties have made and executed this Agreement in the date first written above, as follows:

ATTEST:

HOLLYWOOD FLORIDA COMMUNITY
REDEVELOPMENT AGENCY

Phyllis Lewis, Board Secretary

Raelin Storey
CRA Executive Director

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Damaris Henlon, General Counsel

AS TO RECIPIENT

RECIPIENT

OWNER

By: _____

By: _____

Print Name

Print Name

Dated this ____ day of _____

Dated this ____ day of _____

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

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

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

Citywide Property Improvement Program (CPIP)
Required Documents for Funding Agreement

- Formal application form
- Summary of contractor(s), improvement(s) and cost(s)
- Legal description and/or survey of property and proof of commercial property ownership (e.g. deed, title search, etc.)
- Final quote(s) from qualified contractor(s) (labor and material for entire project, site plan with elevations showing proposed improvements and drawn to scale, construction plan with materials, schedule and dimensions, landscape and irrigation plan and Signage specifications, if applicable) and approval of final quote(s) from the City of Hollywood Building Division
- Proof of Commercial General Liability or General Liability insurance – CRA named as a Certificate Holder and Additional Insured
 - Additional insurance requirements may be needed based on scope of work, including, but not limited to, seawall, and improvements on or close to the right-of-way, or otherwise deemed necessary by the City of Hollywood.
- Letter of intent from property and/or business owner
- Certificate of Use and Local Business Tax Receipt from the City of Hollywood (if applicable)
- Proof of sufficient funds to complete the project
- Any other documentation needed to provide a clear understanding of the project or requested by the Office of Communications, Marketing and Economic Development

Citywide Property Improvement Program (CPIP)

Reimbursement Instructions

CRA Funds

Funds provided through CPIP Funding Agreements shall be made available after the Recipient has successfully completed the exterior improvements. The Recipient shall provide verification satisfactory to the CRA of all project costs. Owner shall submit to the CRA, prior to the agreed completion date, all supporting documentation, including but not limited to:

- Summary and Receipts of expenditures
- Contractor invoices and proof of payment i.e. copies of canceled checks
- Release of funds
- City of Hollywood permit
- City of Hollywood Inspection Reference Log
- City of Hollywood Certificate of Completion
- All other reimbursable payment receipts associated with the project
- Recorded Notice of Commencement – Broward County
- Recorded Termination of Notice of Commencement – Broward County (Final Payment Affidavit and Release of Lien)
- Two (2) digital photographs of the completed exterior property improvements
- Proof of satisfaction and resolution of all violations relating to the property
- W-9

Any deviation from these requirements shall result in a reduction or forfeiture of the CRA's ability to reimburse costs associated with the Funding Agreement.

APPENDIX "A"

**City of Hollywood
Citywide Property Improvement Program (CPIP)
Bid Summary Form**

Business or Condo Name: **NAME**

Property Address: **ADDRESS**

PIP

WORK DISCIPLINE: SCOPE

Contractor .001 NAME	\$0.00		SELECTED
Contractor .002 NAME	\$0.00		
Contractor .003 NAME	\$0.00		

WORK DISCIPLINE: SCOPE

Contractor .001 NAME	\$0.00		SELECTED
Contractor .002 NAME	\$0.00		
Contractor .003 NAME	\$0.00		

WORK DISCIPLINE: SCOPE

Contractor .001 NAME	\$0.00		SELECTED
Contractor .002 NAME	\$0.00		
Contractor .003 NAME	\$0.00		

TOTAL PROJECT COST

\$0.00

\$0.00

TOTAL INCENTIVE AMOUNT

\$0.00