

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** August 7, 2023

FROM: James Brako, Senior Assistant City Attorney

SUBJECT: Proposed Community Development Block Grant Agreement with Miami Rescue Mission, Inc., d/b/a Broward Outreach Centers, to provide emergency shelter and homeless services utilizing second round Community Development Block Grant Covid-19 funds, in an amount not to exceed \$390,000.00, pursuant to Section 38.41(C)(9) of the Procurement Code (**Best Interest**).

I have discussed the above Agreements with the participating Department/Office, and the proposed general business terms and other significant provisions are as follows:

- 1) Department/Division involved – Community Development Division
- 2) Type of Agreement – CDBG Block Grant Agreement.
- 3) Method of Procurement (RFP, bid, etc.) – **Best Interest, Section, 38.41 (C)(9) Section, (5/7ths) affirmative vote**, states that when the City Commission declares by a five-sevenths (5/7ths) affirmative vote that competitive bidding and competitive proposals are not in the best interest of the City, such purchases are exempt from competitive bidding and competitive proposal requirements
- 4) Term of Contract
 - a) initial – Program Year 10/1/2023-9/30/2024.
 - b) renewals (if any) – none
 - c) who exercises option to renew – n/a
- 5) Contract Amount – Not to exceed, \$390,000
- 6) Termination rights – (a) Agreement is contingent upon availability of funds. If funds are not available, then the Agreement shall terminate upon no less than 24 hours notice in writing to the subgrantee; (b) if the subgrantee fails to commence work within three months from the date of execution of this Agreement, or fails to fulfill in a timely and proper manner its obligations, or subgrantee violates the terms of this Agreement, City has the right to terminate this Agreement or suspend payment by written notice and specifying the effective date of such suspension or termination at least five (5) days before the effective date; and (c) Either party may terminate upon thirty (30) days notice and stating the reason for such termination.

- 7) Indemnity/Insurance Requirements – To the extent permitted by law, subgrantee agrees to indemnify the City.
 - 8) Scope of Services – Services include providing emergency shelter, case management, job training, education, and health care to help those who are experiencing homelessness.
 - 9) City’s prior experience with Contractor/Subgrantee (if any) – Yes.
 - 10) Other significant provisions – (a) Subgrantees are required to invoice the City for all funds allocated to their projects by October 7, 2024; (b) Subgrantees are required to provide monthly progress reports.
- cc: George R. Keller, Jr. CPPT, City Manager