

**CITY OF HOLLYWOOD  
INTEROFFICE MEMORANDUM**

**TO:** Mayor and Commissioners

**DATE:** March 2, 2016

**FROM:** Jeffrey P. Sheffel  
City Attorney

**SUBJECT:** Proposed First Amendment to the SHIP Funding Agreement with Center for Independent Living of Broward City, Inc. for SHIP special needs/barrier free activities project

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I have reviewed the above captioned agreement for form and legality. The general business terms and other significant provisions are as follows:

1) Department/Division involved – Dept. of Community & Economic Development

2) Type of Agreement – First Amendment to the SHIP Funding Agreement

3) Method of Procurement (RFP, bid, etc.) – Best Interest required a Unanimous vote. Section 38.40(C)(8) of the Purchasing Ordinance provides that when the City Commission declares by a unanimous vote that competitive bidding and competitive proposals are not in the best interest of the City, such purchases are exempt from the competitive bidding and competitive proposal requirements.

4) Term of Contract

a) initial – commences upon complete execution of the Agreement by the parties and ends on April 1, 2016. **This First Amendment extends the Agreement to April 1, 2018 and changes the timetable/schedule for the Project as set forth in Exhibit “C”.**

b) renewals (if any) –Yes

c) who exercises option to renew – mutual acceptance..

5) Contract Amount – In an amount not to exceed \$131,337.20 which is inclusive of a 10% administrative fee. **(Funding under the original executed agreement was not expended).**

6) Termination rights – Yes, for cause by either party. City Commission may also terminate for convenience. (See Article 9).

7) Indemnity/Insurance Requirements – Yes. CIL is also required to have its subcontractors indemnify the City.

8) Scope of Services- CIL will provide housing rehabilitation services that repairs/renovations relating to special needs/barrier free activities. A minimum of two (2) income eligible households will be assisted in an amount up to \$55,000.00 each for SHIP eligible activities unless the repairs are for: (a) correcting existing property standard violations set forth in Chapter

157, City Code of Ordinances as well as the Federal Minimum Housing Quality Standards; or (b) curing an overcrowding condition in which case the loan shall not exceed 50.9% of the assessed value of the property.

9) City's prior experience with Vendor (if any) – no.

10) Other significant provisions – (a) The Recipient of the repair work will be required to execute a mortgage and note for the SHIP funding; (b) in addition to all other remedies set forth in the agreement, CIL's obligations under this Agreement are subject to the remedy of specific performance.

cc: Wazir A.Ishmael, Ph.D., City Manager