

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: CRA Chair and Board Members **DATE:** May 16, 2023

FROM: Douglas R. Gonzales, General Counsel

SUBJECT: Proposed Property Improvement Program ("PIP") Grant Agreement with Whale Pond II, LLC for on-site improvements to the property located at 1909 Tyler Street

I have reviewed the above referenced Agreement with the participating Department/Office(s) and the proposed general business terms and other significant provisions are as follows:

- 1) Department/Division Involved – CRA
 - 2) Type of Agreement – PIP Grant Agreement
 - 3) Method of Procurement (RFP, bid, etc.) – n/a
 - 4) Term of Contract:
 - a) initial – Commences upon execution of the Agreement and expires 60 days after the completion date.
 - b) renewals (if any) – no
 - c) who exercises option to renew – n/a
 - 5) Contract Amount – In an amount not to exceed \$150,000.00. Total Project cost is estimated to be \$2,983,604.78. Funds are payable on a reimbursement basis upon completion of the improvements. In the event that Applicant fails to complete improvements by the completion date, CRA shall not be liable for reimbursement for any construction costs unless the CRA Executive Director agrees to do so in writing.
 - 6) Termination Rights – a) In the event that required insurance lapses, the Agreement may be terminated by CRA; b) In the event that Applicant fails to commence its improvement project within 30 days of the execution of the Agreement, CRA reserves the right to terminate the Agreement upon twenty-four (24) hours notice; c) CRA in its sole discretion may discontinue the PIP program at anytime; and d) Either party may cancel the Agreement upon 30 days written notice.
 - 7) Indemnity/Insurance Requirements – Applicant shall comply with CRA requirements.
 - 8) Scope of Services - CRA shall provide a grant not to exceed \$150,000.00 for property improvements at 1909 Tyler Street.
 - 9) Other Significant Provisions:
- cc: Jorge Camejo, CRA Executive Director