CITY OF HOLLYWOOD INTEROFFICE MEMORANDUM

- TO: CRA Chair and Board Members DATE: September 17, 2024
- **FROM:** Douglas R. Gonzales, General Counsel
- **SUBJECT:** Proposed Property Improvement Program ("PIP") Grant Agreement with Twelve Pillars Apts., Inc. for on-site improvements to the property located at 2400 S. Ocean Drive

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 \$90,611.78. Total Project cost is estimated to be \$233,223.56. 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 \$90,611.78 for property improvements at 2400 S. Ocean Drive.
- 9) Other Significant Provisions: n/a
- cc: Jorge Camejo, CRA Executive Director