

**CITY OF HOLLYWOOD  
INTEROFFICE MEMORANDUM**

**TO:** Mayor and Commissioners

**DATE:** November 27, 2017

**FROM:** Douglas R. Gonzales  
City Attorney

**SUBJECT:** Proposed **TEMPLATE** Commercial Property Improvement Program (“PIP”) Grant Agreement

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

- 1) Department/Division involved – Office of Communications, Marketing and Economic Development.
- 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 and expires 60 days after the completion date. Agreement shall expire in five years.
  - b) renewal- (if any) – no
  - c) who exercises option to renew – n/a
- 5) Contract Amount – Funding will be through Community Development Block Grant funds. The program would consist of a reimbursement grant for ½ of the construction cost up to a maximum amount of \$25,000.00 per property/property owner. Funds are payable on a reimbursement basis upon completion of the improvements. In the event that the Recipient fails to complete improvements by the completion date, City shall not be liable for reimbursement for any construction costs unless the City Manager or his/her designee agrees in writing.
- 6) Termination rights – a) In the event that required insurance lapses, the Agreement may be terminated by City; b) In the event that the Recipient fails to commence its improvement project within 30 days of the execution of the Agreement, City reserves the right to terminate the Agreement upon 24 hours’ notice; c) City 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 – yes.

TERM SHEET CONT'D.

8) Scope of Services - CITY shall provide grant funding , the program would consist of a reimbursement grant for ½ of the construction cost up to a maximum amount of \$25,000.00 per property/property owner. Funding is for comprehensive exterior improvements.

9) Other significant provisions – (a) program is contingent upon annual HUD appropriation; b) Recipients will be required to adhere to HUD requirements set for in 24 CFR Chapter 570; (c) Recipient is required to provide sufficient security for said grant funding; and (d) in the event that the Recipient sells the property, changes the use of the business or goes out of business prior to completing the project or anytime within five (5) years of receiving grant funds, all or a portion of the grant funds will be reimbursed to the City.

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