

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** March 25, 2021

FROM: Douglas R. Gonzales, City Attorney

SUBJECT: Proposed First Amendment to the CDBG Agreement with Hispanic Unity of Florida, Inc. to change the project activity to Emergency Service Assistancess

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 – Dept. of Development Services/Community Development Division
- 2) Type of Agreement – First Amendment to CDBG Grant Agreement. Original allocation of funds was approved pursuant to Resolution No. R-2020-266 and the original agreement was executed on October 1, 2020.
- 3) Method of Procurement (RFP, bid, etc.) – n/a
- 4) Term of Contract:
 - a) initial – Program Year 2020/2021
 - b) renewals (if any) – none
 - c) who exercises option to renew – n/a
- 5) Contract Amount – In the amount of \$16,984.00.
- 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 hour notice in writing to the subgrantee; (b) if the subgrantee fails to commence work within three months from the date of execution of the Agreement, or fails to timely fulfill in a timely manner its obligations, or subgrantee violates the terms of the Agreement, the City has the right to terminate the Agreement or suspend payment by written notice and specifying the effective date of such suspension or termination at least five days before the effective date; and (c) either party may terminate upon 30 days' notice and stating the reason for such termination.
- 7) Indemnity/Insurance Requirements – Subgrantee indemnifies pursuant to Article IX of the Agreement.
- 8) Scope of Services – Recipient will now provide Emergency Services Assistance pursuant to Exhibit "A" of the first amendment.

- 9) Other Significant Provisions: (a) Subgrantees are required to invoice the City for all funds allocated to their projects by October 7, 2021; (b) Subgrantees are required to provide quarterly progress reports; and (c) the Department will carry out periodic monitoring and evaluation activities based upon the Risk Analysis performed by the Department.

cc: Dr. Wazir Ishmael, City Manager