

**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

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