

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners

DATE: December 19, 2017

FROM: Douglas R. Gonzales
City Attorney

SUBJECT: Proposed First Amendment to the Agreement with Liberia, Economic and Social Development, Inc. (LES/CHDO) for the construction of twelve (12) townhomes on property described as Crispus Commons 170-49 Parcel A to revise the timeline for construction and sale of the townhomes.

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 Development Services/Community Development Division
- 2) Type of Agreement – First Amendment to the Agreement. **The proposed amendment revises Exhibit “D” of the Agreement related to the Project Schedule/Timetable for the project.**
- 3) Method of Procurement (RFP, bid, etc.) - n/a
- 4) Term of Contract
 - a) initial – commences on November 15, 2017 and expires on September 30, 2019.
 - b) renewals (if any) –Yes
 - c) who exercises option to renew – mutual acceptance by City and LES.
- 5) Contract Amount – City’s Home Funding for this project shall not exceed \$282,000.00. Funding will be on a reimbursement basis as follows: (a) Draw 1- 25% of the total construction contract amount can be drawn at completion of soil testing, environmental remediation, architectural design, and obtaining permits; (b) Draw 2- 25% of the total construction contract amount can be drawn at the completion of fillwork/earthwork, and foundation slab for the 12 townhomes; (c) Draw 3 - 25% of the total construction contract amount can be drawn at the completion of rough framing, rough electrical, plumbing, and HVAC for the 12 townhomes; (d) Draw 4 – 15% of the total construction contract amount can be drawn at the completion of drywall installation, insulation, painting, flooring an concrete finish work for the 12 townhomes; and (e) Draw 5- 10% retainage will held until the issuance of Certificates of Completion for the 12 townhomes.
- 6) Termination rights – For convenience or for cause by City.
- 7) Indemnity/Insurance Requirements – LES indemnifies and provides insurance. In addition, any subcontractors retained by LES will indemnify City and provide insurance.

TERM SHEET CONTINUED

8) Scope of Services- LES will construct 12 townhomes to be located on vacant lots legally described as Crispus Commons 170-49 B Parcel A. The townhomes will then be sold to any HOME qualified, income eligible, applicant and there will be a declaration of restrictions placed upon the subject property.

9) City's prior experience with Vendor (if any) – Yes.

10) Other significant provisions – This Project Activity is subject to ongoing compliance requirements for a 15 year period from the date of initial occupancy. LES will be responsible for assuring compliance with the HOME requirements which includes the monitoring of the single family home for principal residency and recapture of funds at time of resale.

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