

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners

DATE: August 24, 2020

FROM: Douglas R. Gonzales, City Attorney

SUBJECT: Proposed First Amendment to the Agreement with Hispanic Unity of Florida, Inc. to revise the activities for the remaining term of the agreement and to extend the submission date for the financial audit.

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 – Department of Development Services/Community Development Division
- 2) Type of Agreement – First Amendment to the Agreement. Original Agreement and award approved by Resolution No. R-2019-226.
- 3) Method of Procurement (RFP, bid, etc.) – Original approval based upon , **Best Interest** pursuant to Section 38.40(C)(8) which required a 5/7ths vote.
- 4) Term of Contract:
 - a) initial – commenced on October 1, 2019 and expires September 30, 2020.
 - b) renewals (if any) – none
 - c) who exercises option to renew – n/a
- 5) Contract Amount – Original award in the amount of \$31,000.00. **This first amendment does not change the total contract price. As of May 25, 2020, \$3,183.03 was paid to recipient for the Bridge Program. Maximum remaining funds of \$27,816.97 pursuant to this first amendment will be allocated for the case management and social service assistance program.**
- 6) Termination Rights – Pursuant to the Agreement, termination is as follows:
 - (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 – Hispanic Unity indemnifies pursuant to Article IX of the Agreement.
- 8) Scope of Services – Under the First Amendment, the program activity is being changed. Hispanic Unity's Center for Working Families will provide case management and social services assistance to low and moderate income households through a combination of assessment of family needs, job readiness, employment and re-employment application assistance, supplemental nutrition assistance, and Medicaid/Florida KidCare application assistance.
- 9) Other Significant Provisions: The proposed First Amendment also extends the financial audit requirement from 90 days to 180 days and amends Exhibit "B" relating to the Budget and Reimbursement Schedule.

cc: Dr. Wazir Ishmael, City Manager