

MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
CITY OF HOLLYWOOD
AND
HOLLYWOOD ART AND CULTURE CENTER, INC.

THIS AGREEMENT, made and entered into in duplicate on this _____ day of _____, 2018, by and between the CITY OF HOLLYWOOD, a municipal corporation of the State of Florida, (hereinafter the "CITY"), and the Hollywood Art and Culture Center, Inc., a Florida corporation authorized to do business in the State of Florida, whose principal office is located at 1650 Harrison Street, Hollywood, Florida, 33020, (hereinafter referred to as Recipient) whose Federal I.D. Number is 59-19511668.

WITNESSETH

WHEREAS, the City of Hollywood has appropriated in its current Fiscal Year 2019 budget (October 1 through September 30), the sum of \$100,000.00 to the Recipient, to conduct a program entitled or activity generally described as:

Providing cultural services to the public through its visual arts, performing arts and educational programming.

And more particularly described in Addendum "A" which is attached hereto and incorporated herein by reference, for the period beginning October 1, 2018 and ending September 30, 2019; and

WHEREAS, it is in the best interest of the City of Hollywood to enter into this Agreement with the Recipient for the conduct of said program or activity in accordance with the terms and conditions set forth herein; and

WHEREAS, I/We the undersigned representative(s) of the Recipient, am/are authorized to sign this Agreement binding said Recipient.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises herein, the parties do hereby agree as follows:

I) Recipient agrees to do as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement and Section 38.13, City of Hollywood Code of Ordinances; and

B) To provide documentation substantiating that Recipient's corporation/organization falls within Section 501(c)(3) and Section 501(a) of the Internal Revenue Code.

C) To abide by Chapter 119, Florida Statutes, as from time to time amended, and to comply with all applicable federal, state, county and municipal laws, ordinances, codes, and regulations. Any difference between the above federal, state, county or municipal guidelines or regulations and this Agreement shall be resolved in favor of the more restrictive guidelines; and

D) To return to the City within fifteen (15) days of demand therefore all City funds paid to said Recipient under the terms of this Agreement upon the City Commission's finding that the terms of any agreement executed by the Recipient or the provisions of any applicable ordinance or law have been violated by the Recipient; and

E) To return to the City all funds expended for disallowed expenditures as determined by the City of Hollywood; and

F) Not to utilize allotted funds under this Agreement for any purpose other than the purpose set forth in this Agreement; and

G) To maintain books, program attendance records, and documents in accordance with generally accepted accounting procedures and practices to maintain adequate internal controls which, relating to the project(s), sufficiently and properly reflect all expenditures of funds provide by the City of Hollywood under this Agreement; and

H) To consent to:

1) Such audits of the financial affairs of the Recipient by the City of Hollywood Department of Financial Services – Budget Administration Division as the City may require; and

2) Producing all documents required by the Department of Financial Services – Budget Administration Division; and

3) Site visits will be conducted by the Department of Financial Services – Budget Administration Division and/or the Department of Parks, Recreation and Cultural Arts representatives; and

4) In the case of the Recipient receiving Fifty Thousand Dollars (\$50,000.00) or more from the City of Hollywood, furnish the City of Hollywood a copy of a grant audit report conducted in accordance with generally accepted auditing standards, Government Auditing Standards, issued by the Comptroller General of the United States, and the provisions of the Office of Budget and Procurement Services Circular A-133, "Audits of Institutions of Higher Education and other Nonprofit Organizations," including a report on compliance with laws and regulations based on an audit of financial statements performed in accordance with Government Auditing Standards and a report on internal control structure required by OMB Circular A-133. All grant funds shall be shown via explicit disclosure in the annual financial statements and/or the accompanying

notes to the financial statement. This report shall be due within 120 days of the close of the Recipient's fiscal year; or

5) In the case of the Recipient receiving less than Fifty Thousand Dollars (\$50,000.00) from the City of Hollywood, furnish an annual report of receipts and expenditures of City of Hollywood funds in such form as the City of Hollywood's Department of Department of Financial Services - Budget Administration Division shall prescribe. This report shall be on a fiscal year of October 1st through September 30th, and shall be due on November 15th of each year; and

6) Preserve and make available all financial records, supporting documents, statistical records, and any other documents pertaining to this Agreement for a period of three (3) years after termination of this Agreement; or, if an audit has been initiated and audit findings have not been resolved at the end of these three (3) years, the records shall be retained until resolution of the audit.

I) To operate the program or activity generally described herein and more particularly described in Addendum "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under the provisions of this Agreement without the City of Hollywood's written approval. The Recipient must furnish the City of Hollywood a copy of all subcontracts or subgrants prior to receiving written approval.

II) This Agreement shall become effective on the day of execution by the City, and shall terminate on the 30th day of September, 2019, unless canceled sooner with or without cause by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

III) The City of Hollywood agrees to pay the Recipient the sum of \$100,000.00 for the program and/or activities outlined in Addendum "A" attached hereto and incorporated herein by reference. City of Hollywood funds will be provided as follows: \$50,000.00 as a general operating grant upon a monthly reimbursement basis, based on documented invoices, and the remaining \$50,000.00 as a 1:1 matching grant on an annual reimbursement basis based on documented ~~invoices~~ income. The Recipient agrees that the last reimbursement payment may at the option of the City, be withheld in the event Recipient has not cured the deficiency or deficiencies set forth in the report/oversight evaluation prepared by the monitoring Department.

IV) Recipient agrees to provide the ~~Director of the~~ Department of Parks, Recreation and Cultural Arts Director or his/her designee, with a ~~quarterly~~ monthly narrative progress report on the program or activity described in Addendum "A." Such reports shall include basic statistical information relative to the program's attendance, outcomes, objectives, activities, methods of evaluating program success and performance, and a statement of revenues and expenditures made in each budget category and line item identified in the budget which is included in Addendum "A." Distribution of each reimbursement payment to the Recipient shall be contingent upon prior receipt to the City of Hollywood of the required report which is due during the preceding period.

Activities and expenses covering October–December are due no later than January 3, 2019.

Activities and expenses covering January- March are due no later than April 3, 2019.

Activities and expenses covering April - June are due no later than July 3, 2019.

Activities and expenses covering July-September are due no later than October 3, 2019.

V) The approved budget for the Recipient, included in Addendum “A,” and any changes in the budget which would affect expenditure of funds provided under the terms of this contract must be approved in writing by the Director of the Budget Administration Division or his/her designee prior to the expenditure of such funds; provided, that nothing herein shall authorize or allow any expenditure or obligation of funds in excess of the total sum aforesaid.

VI) The approved programming for the Recipient, included in Addendum “A” and any changes which would affect programming under the terms of this agreement must be approved in writing by the Director of the Department of Parks, Recreation and Cultural Arts or his/her designee prior to such changes.

VII) Recipient agrees that any funds provided by the City of Hollywood for the operation of the program or activity during the period October 1, 2018 through September 30, 2019 which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligation shall be returned to the City of Hollywood in the form of a negotiable instrument not later than ninety (90) days after the close of the aforesaid period.

VIII) THIS AGREEMENT shall apply to all funds appropriated during the fiscal year ending September 30, 2019, provided the City of Hollywood’s rights and the Recipient’s duties hereunder shall continue after said date as provided herein.

In the event that funding by the City is unavailable, this Agreement shall be deemed terminated and City shall provide Recipient with thirty (30) days written notice. Upon receipt of said notice, Recipient shall remit to City any and all funds in the form of a negotiable instrument not later than thirty (30) days from receipt of notice.

IX) Nothing in this Agreement shall be deemed to constitute or create a joint venture, partnership, pooling arrangement or other form of business entity between the Recipient and the City of Hollywood. Recipient agrees to indemnify the City of Hollywood from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the Recipient’s expenditure of allotted funds under this Agreement and the Recipient’s program of activity generally described herein and more particularly described in Addendum “A” to this Agreement.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the day and year first above written.

AS TO CITY

ATTEST:

CITY OF HOLLYWOOD, FLORIDA
Municipal Corporation of the
State of Florida

BY: _____
PATRICIA A. CERNY, MMC
CITY CLERK

BY: _____
JOSH LEVY, MAYOR

APPROVED AS TO FORM AND
LEGALITY for the use and reliance of the
City of Hollywood, Florida, only.

APPROVED BY:

DOUGLAS GONZALES
CITY ATTORNEY

DR. WAZIR ISHMAEL,
CITY MANAGER or his designee

APPROVED BY:

ADAM REICHBACH
ASSISTANT CITY MANAGER /
FINANCE & ADMINISTRATION

AS TO RECIPIENT

ATTEST:

HOLLYWOOD ART AND CULTURE CENTER,
INC.

Corporate Secretary

BY: _____
JOY A. SATTERLEE, EXECUTIVE
DIRECTOR