

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: CRA Chair and Board Members **DATE:** June 17, 2019
FROM: Douglas R. Gonzales, General Counsel
SUBJECT: Proposed Mural Only Program (MOP) Agreement

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 – CRA
- 2) Type of Agreement – Contract
- 3) Method of Procurement (RFP, bid, etc.) – n/a
- 4) Term of Contract:
 - a) initial – n/a
 - b) renewals (if any) – n/a
 - c) who exercises option to renew – n/a
- 5) Contract Amount – Up to \$10,000.00 per property
- 6) Termination Rights – In the event Recipient shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, CRA may, upon written notice to Recipient, terminate this Agreement effective immediately. In the event of such termination, one hundred percent (100%) of all grant monies paid to Recipient by CRA shall become immediately due and payable in full and CRA may hold Recipient liable for any and all damages sustained by CRA arising out of such default.

In the event that funding by the CRA is unavailable, this Agreement shall be deemed terminated and the CRA shall provide Recipient with thirty (30) days written notice.

- 7) Indemnity/Insurance Requirements – Contractor shall comply with applicable CRA requirements.
 - 8) Scope of Services – MOP utilizes an application process that offers a 50% reimbursement grant up to a maximum amount of \$10,000.00 per property for costs associated with the creation and installation of a painted or mosaic mural on the exterior surface of buildings, structures or other outdoor areas located within the CRA Districts.
 - 9) Other Significant Provisions: n/a
- cc: Jorge Camejo, Executive Director for the CRA