

**AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF HOLLYWOOD FOR
GRANT FUNDS TO FINANCE RENOVATIONS AND IMPROVEMENTS AT
WASHINGTON PARK COMMUNITY CENTER**

This Agreement ("Agreement") between Broward County, a political subdivision of the State of Florida, whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 ("County"), and City of Hollywood, a Florida municipal corporation, whose address is 2600 Hollywood Boulevard, Hollywood, Florida 33022 ("City"), is entered into and effective as of the date this Agreement is fully executed by the Parties ("Effective Date"). County and City are hereinafter referred to collectively as the "Parties," and individually referred to as a "Party."

RECITALS

The 2000 Broward County Safe Parks and Land Preservation Bond Program provides for funds that may be allocated and distributed to municipalities to benefit municipal parks and recreation systems within the geographic boundaries of Broward County ("Park Bond Program").

The Board of County Commissioners of Broward County, Florida ("Board"), at a regular commission meeting held on April 9, 2019 (Agenda Item #47), approved the allocation of FIFTY-EIGHT THOUSAND DOLLARS (\$58,000.00) ("Allocated Funds") to the City from the Park Bond Program to help finance renovations and improvements at Washington Park Community Center and Dr. Martin Luther King, Jr. Community Center in the City of Hollywood, Florida.

The Board, at a regular commission meeting held on _____, 2019 (Agenda Item #___), authorized the distribution of TWENTY-SIX THOUSAND DOLLARS (\$26,000) of the Allocated Funds to help finance renovations and improvements at Washington Park Community Center.

The Parties desire to enter this Agreement for the purpose of allocating and disbursing the Grant Funds in accordance with the terms hereunder.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The recitals set forth above are true, accurate, and fully incorporated by reference herein.

2. **Description of Property.** City is the ground lessor of the Washington Park Community Center, in the City of Hollywood, Florida, as more particularly described in **Exhibit A**, attached to and made a part of this Agreement (“Property”).

3. **Term.** The term of this Agreement shall be effective for one (1) year commencing on the Effective Date (“Initial Term”). The Parties shall have the option to renew the Agreement for up to one (1) additional six (6) month term upon the same terms and conditions of this Agreement (“Renewal Term”). The Renewal Term option shall be exercised by City sending written notice to County, at least thirty (30) calendar days before the expiration of the Initial Term, and County, through its Contract Administrator (as defined herein), acknowledging the Renewal Term. The Initial Term, and the Renewal Term if exercised, are collectively referred to herein as the “Term.”

4. **Grant Funds.**

4.1 County shall pay the City, in accordance with Section 4.6, an amount up to, but not exceeding, TWENTY-SIX THOUSAND DOLLARS (\$26,000) from the Park Bond Program (the “Grant Funds”).

4.2 City shall comply with the requirements of the Park Bond Program identified in **Exhibit B** (“Bond Requirements”). City shall use the Grant Funds to fund renovations and improvements at the Property (“Funded Items”), as specified in **Exhibits B and B-1**. The Contract Administrator may approve changes to the Funded Items listed for the Property in **Exhibit B-1**, as long as the total amount of Grant Funds is not exceeded.

4.3 City shall not use Grant Funds for (i) architectural or engineering costs exceeding twelve percent (12%) of the Grant Funds; (ii) the City’s administrative costs in overseeing or managing the Property; and (iii) recreation programming or operational costs.

4.4 City shall dedicate the Funded Items, when completed, for public recreational uses for a minimum of twenty-five (25) years (“Dedication Period”). City shall record such dedication, in the form attached hereto as **Exhibit C**, in the Public Records of Broward County, Florida, pursuant to Section 28.222, Florida Statutes.

4.5 If the City ceases to use the Funded Items for public recreational uses during the Dedication Period, County shall give a written demand to City for repayment of all Grant Funds. City shall repay all Grant Funds to County as specified in Section 9.

4.6 **Billing and Payments.**

4.6.1 City shall submit to County a monthly invoice, certified by an authorized City official, to be reimbursed for the actual costs of the

Funded Items ("Invoice(s)"). An Invoice may only be submitted after the work reflected on such Invoice has been completed. Invoices must be submitted with an original Invoice plus a copy within fifteen (15) calendar days of the end of the month, except the final Invoice must be submitted within sixty (60) calendar days after the expiration or earlier termination of this Agreement.

4.6.2 Invoices shall designate the nature of the work performed and, as applicable, the personnel, hours, tasks, or any other details requested by the Contract Administrator. Additionally, the documentation required in **Exhibit B** must accompany every Invoice.

4.6.3 County shall pay the City via wire transfer within thirty (30) calendar days after receiving an Invoice. Payment may be withheld if the City fails to comply with a term, condition, or requirement of this Agreement. County shall reject an improper Invoice and provide written notice to City regarding the necessary corrective action within thirty (30) calendar days after receiving the Invoice.

4.6.4 County may withhold or recoup Grant Funds for (i) fraud or misrepresentation in connection with this Agreement; (ii) incomplete or defective construction of all or a portion of the Funded Items, which has not been remedied or resolved to the Contract Administrator's satisfaction; or (iii) noncompliance with the Bond Requirements. County shall provide written notice to City explaining the claim for withholding or recouping the Grant Funds and detailing the necessary corrective action. City shall have thirty (30) calendar days to cure such claim, to the extent such claim is curable. Any Grant Funds withheld under this Section 4.6.4 shall not be subject to payment of interest by County.

5. **Indemnification.** To the extent permitted by law, and without either Party waiving its sovereign immunity or any limits established by Section 768.28, Florida Statutes, City shall indemnify, hold harmless, and defend County and all of County's officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of City, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). In the event any Claim is brought against an Indemnified Party, City shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party.

6. **Insurance.** City is a state agency as defined by Section 768.28, Florida Statutes, and City shall furnish the Contract Administrator with written verification of liability protection in accordance with Florida law prior to final execution of this Agreement.

7. **Termination.** County may terminate this Agreement if City has not corrected a breach within thirty (30) calendar days after receiving written notice from County identifying said breach. For the purposes of this Agreement, "breach" as used in the foregoing sentence shall include, but is not limited to, the negligent or intentional submission of false or incorrect Invoices, failure to suitably perform or complete the Funded Items, abandonment or discontinuance of the Funded Items, misuse of Grant Funds, fraud or misrepresentation in connection with this Agreement, or noncompliance with the Bond Requirements identified in **Exhibit B**. Notice of termination shall be provided in accordance with the "Notices" Section of this Agreement. **Either Party may terminate this Agreement without cause upon thirty (30) days prior written notice to the non-terminating party. If this Agreement is terminated without cause by either Party, City shall repay County the Allocated Funds pursuant to the terms in Section 9 of this Agreement.**

8. **Financial Statements.**

8.1 City shall annually provide to County the "Single Audit Report" prepared by an independent certified public accountant showing that there are sufficient and acceptable internal controls over the administration of the City's grants. The Single Audit Report will encompass the controls over grants in general without reference to any specific grant award. The Single Audit Report shall be provided to County within forty-five (45) calendar days after it is received by City.

8.2 **Schedule.**

8.2.1 City shall provide, within one hundred twenty (120) calendar days after the expiration or earlier termination of this Agreement, the Contract Administrator with a schedule of revenues and expenditures accounting for the Funded Items during all of the City's fiscal years for which Grant Funds were provided ("Schedule"). The Schedule shall include (i) all revenues relating to the Funded Items classified by the source of the revenues, and (ii) all expenditures relating to the Funded Items classified by the type of expenditures.

8.2.2 The Schedule shall be prepared by the City's Finance Director, in a form acceptable to the County Auditor. A transmittal letter, signed by the City's Finance Director, must accompany the Schedule and shall include: (i) the statement, "No Grant Funds, including interest earned on such funds, are due back to the County" or, a listing of Grant Funds, including interest earned on such funds,

which are due back to County; and (ii) an opinion or finding as to whether the Grant Funds received by City have been expended in accordance with this Agreement.

8.2.3 County may request, in writing, corrections to the Schedule. City shall make such corrections and submit the corrected Schedule to County within sixty (60) calendar days after the receipt of County's request.

8.2.4 In the event City fails to provide the Schedule within the timeframe specified in Section 8.2.1, County may request, in writing, repayment of all or any portion of the Grant Funds.

8.3 Failure of City to meet the financial reporting requirements of Section 8 shall result in the suspension of any payment due under this Agreement or any other grant agreement in effect, and disqualify City from obtaining future grant awards until the Single Audit Report or Schedule is received and accepted by County.

8.4 City shall repay any and all Grant Funds not used in strict compliance with this Agreement.

9. **Repayment or Recoupment.** If County demands repayment or recoupment of Grant Funds pursuant to Sections 4.5, 4.6.4, 7, 8.2.4, or 8.4, City shall remit said funds to County within sixty (60) calendar days after receiving written notice from County regarding repayment or recoupment. If the Grant Funds are not repaid within the sixty-day period, County may (i) deduct the amount of the unrepaid Grant Funds from any payments owed by the County to the City under any contract, agreement, or County program; and (ii) deny any pending or future requests from the City for funding under any County program.

10. **Audit Rights and Retention of Records.**

10.1 County shall have the right to audit the books, records, and accounts of City, its agents, contractors, subcontractors, and suppliers ("Agents") that are related to this Agreement. City and its Agents shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to the Agreement and performance thereunder. All books, records, and accounts of City and its Agents shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, City or its Agents, as applicable, shall make same available in written form at no cost to County.

10.2 City and its Agents shall preserve and make available, at reasonable times within Broward County, for examination and audit by County,

all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum period of three (3) years after expiration or earlier termination of this Agreement or until resolution of any audit findings, whichever is longer ("Audit Period"). County audits and inspections pursuant to this Section may be performed by any County representative (including any outside representative engaged by County). County reserves the right to conduct such audit or review at City's place of business, if deemed appropriate by County, with seventy-two (72) hours advance notice.

10.3 Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with Section 10 discloses overpricing or overcharges to County of any nature by City in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of the County's audit shall be reimbursed to the County by the City in addition to making adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) calendar days from presentation of County's findings to City.

10.4 City shall ensure that the requirements of Section 10 are included in all agreements with its Agents that are related to this Agreement.

11. **Truth-in-Negotiation Representation.** The payment of Grant Funds to City under this Agreement is based upon representations supplied to County by City, and City certifies that the information supplied, including without limitation in the negotiation of this Agreement, is accurate, complete, and current at the time of contracting. County shall be entitled to recover any damages it incurs to the extent such representation is untrue.

12. **Third Party Beneficiaries.** The Parties do not intend to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

13. **Notices.** For a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

NOTICE TO COUNTY:
County Administrator

Broward County Governmental Center, Room 409
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email Address: bhenry@broward.org

With a copy to:
Paul Krashefski
Environmental Planning and Community Resilience Division
Broward County Governmental Center, Room 329-H
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email Address: pkrashefski@broward.org

NOTICE TO CITY:
David Vazquez, Interim Director PRCA
City of Hollywood
1405 South 28th Ave, P.O. Box 229045
Hollywood, Florida 33022
Email Address: dvazquez@hollywoodfl.org

With a copy to:
Douglas Gonzales, City Attorney
City of Hollywood
2600 Hollywood Blvd., P.O. Box 229045
Hollywood, Florida 33020
Email Address: dgonzales@hollywoodfl.org

14. **Assignment and Performance.** Neither this Agreement nor any right or interest herein may be assigned, transferred, or encumbered without the prior written consent of the other Party. For County, such written consent may only be given by action of its Board.

15. **Independent Contractor.** City is an independent contractor under this Agreement. In taking any action or performing any obligation under this Agreement, neither City nor its Agents shall act as officers, employees, or agents of County. No partnership, joint venture, or other joint relationship is created hereby. City shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

16. **EEO Compliance.** City shall not unlawfully discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement, the solicitation for or purchase of goods or services relating to this Agreement, or in subcontracting work relating to this Agreement, and shall not otherwise unlawfully discriminate in violation of Chapter 16½, Broward County Code of Ordinances. City shall comply with the Americans with Disabilities Act in the course of providing any services funded by County. City shall include the foregoing or similar

language in all agreements with its Agents performing work or services related to this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or to exercise any other remedy provided under this Agreement, Broward County Code of Ordinances, Broward County Administrative Code, or other applicable law, all such remedies being cumulative.

17. **Materiality and Waiver of Breach.** Each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. Either Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

18. **Compliance with Laws.** City shall comply with all applicable permits, regulations, ordinances, rules and laws of the State of Florida, the United States, any political subdivision, or agency of either in performing its duties, responsibilities, and obligations related to this Agreement.

19. **Severability.** In the event that any part of this Agreement is found to be invalid by a court of competent jurisdiction, that part shall be severed from this Agreement and the balance of this Agreement shall remain in full force and effect unless both Parties to elect to terminate the Agreement. The election to terminate this Agreement pursuant to this Section shall be made within ten (10) business days after the court's finding becomes final.

20. **Joint Preparation.** This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

21. **Interpretation.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section of this Agreement, such reference is to the Section as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section.

22. **Priority of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provisions of any Sections of this Agreement, the provisions contained in the Sections shall prevail and be given effect.

23. **Law, Jurisdiction, Venue, Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

24. **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Parties hereto, with the same formality and of equal dignity herewith.

25. **Prior Agreements.** This Agreement represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

26. **Payable Interest.**

26.1 County shall not be liable to pay any interest, whether as prejudgment interest or for any other purpose, to City. City waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This paragraph shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

26.2 If the preceding subsection is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as

prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest, uncompounded.

27. **Incorporation by Reference.** Attached **Exhibits A, B, B-1, C, D, and E** are incorporated into and made a part of this Agreement.

28. **Contract Administrator.** The “Contract Administrator,” as referenced in this Agreement, shall be the County Administrator or his or her designee, as designated in writing. The County Administrator is defined as the administrative head of County pursuant to Sections 3.02 and 3.03 of the Broward County Charter.

29. **Representation of Authority.** Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

30. **Counterparts.** This Agreement may be executed in counterparts. Each executed counterpart will constitute an original document, and all of them, together, will constitute one and the same agreement. It shall not be necessary for every Party to sign each counterpart but only that each Party shall sign at least one such counterpart.

31. **Survival.** The following Sections and obligations shall survive the expiration or earlier termination of this Agreement: (i) Sections 4.5, 4.6.4, 8.2.4, 8.4, and 9 in connection with repayment or recoupment of Grant Funds; (ii) Section 5 pertaining to indemnification; (iii) Section 8.2 with regards to City providing a Schedule to County; and (iv) Section 10 in relation to County conducting audits during the Audit Period.

[The Remainder of this Page is Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 20____, and CITY OF HOLLYWOOD, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20____

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: _____
Alicia C. Lobeiras (Date)
Assistant County Attorney

By: _____
Annika E. Ashton (Date)
Deputy County Attorney

**AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF HOLLYWOOD FOR
GRANT FUNDS TO FINANCE RENOVATIONS AND IMPROVEMENTS AT
WASHINGTON PARK COMMUNITY CENTER**

CITY

ATTEST:

City Clerk

BY: _____
Mayor

(SEAL)

APPROVED AS TO FORM

City Attorney

EXHIBIT A
PROPERTY

Legal Description:

19-51-42 BEG AT PT ON S/L OF NW1/4 53.01 E OF SE CORNER OF GOV LOT 2, N 674.95, E 290.39, S 473.34, E 326.78, S 313 TO S/L OF NW1/4, W 915.63 TO POB, LESS W 35 FOR RD & LESS OR 3892/552 FOR RD & LESS PAR 145 FOR R/W

EXHIBIT B

FUNDED ITEMS AND BOND REQUIREMENTS

1. Description. The Funded Items shall consist of various renovations and improvements for Washington Park Community Center, as more particularly described in **Exhibit B-1**.
 - A. City agrees to construct the Funded Items in accordance with the plans and specifications prepared by, or under the supervision and review of, a registered professional architect, engineer, or other appropriate professional.
 - B. City is responsible for obtaining all state, federal, and local permits, licenses, agreements, leases, easements, and other approvals required for the Funded Items, and for following applicable state, federal, and local statutory requirements regarding the procurement of professional services for the Funded Items.
 - C. City shall erect a permanent sign acceptable to the Contract Administrator identifying the Park Bond Program and County as a funding source of the Funded Items.
2. Required Documentation for Funded Items.
 - A. The Contract Administrator is responsible for ensuring performance of the terms and conditions and shall approve all payment requests prior to payment. Contract Administrator shall have the right, at all reasonable times and upon notice to the City, to enter the Property to examine and inspect the Funded Items. On a quarterly basis, and until the completion of the Funded Items, City shall submit a status report, in the form attached hereto as **Exhibit E**, to the Contract Administrator in order to summarize the work accomplished, problems encountered, percentage of completion, and other appropriate information regarding the Funded Items. Photographs shall be submitted when appropriate to reflect work accomplished. City shall furnish to the Contract Administrator a copy of its contract(s) for the Funded Items within fifteen (15) calendar days of full execution of same.
 - B. Upon completion of the Funded Items, the engineer, architect, or other appropriate professional shall sign a statement certifying satisfactory completion of the Funded Items in accordance with the prepared plans and specifications.
3. Bond Requirements. City's acceptance of Grant Funds is conditioned on compliance with the following requirements:

- A. All Grant Funds are to be paid on a reimbursement basis pursuant to the requirements of Section 4 of this Agreement.
- B. The Funded Items shall be open to the public, and all City residents and non-City residents shall have access to, and use of, the Funded Items on equal terms and conditions. Any rates, charges, or fees for use of the Funded Items must be uniform for City residents and non-City residents. Differential rate structures for access to, or use of, the Funded Items on the basis of residency or non-residency in the City is prohibited.
- C. The Property shall be owned by City or have a lease with a minimum term of twenty-five (25) years from completion of the Funded Items. Proof of such ownership or leasehold status is attached as **Exhibit D**.
- D. The Funded Items must be used, operated, and maintained for public park recreational uses for a minimum of twenty-five (25) years.
- E. City must provide a resolution from its governing board supporting the Funded Items and authorizing execution of this Agreement.
- F. The Funded Items shall be consistent with recognized park and recreational standards for similar facilities.

EXHIBIT B-1

Funded Improvements Consist of resurfacing the gymnasium floor at the Washington Park Community Center, new flooring in the community weight room and safety padding on the gymnasium walls.

| | |
|---|--------------------|
| Resurface of Gymnasium Floor | \$ 9,300.00 |
| Gymnasium Wall Padding | \$ 9,000.00 |
| Weight Room Flooring | \$ 7,700.00 |
| Washington Park Community Center | \$26,000.00 |

EXHIBIT C

CERTIFICATE OF OWNERSHIP AND DEDICATION

**STATE OF FLORIDA
COUNTY OF BROWARD**

Pursuant to that certain Agreement between Broward County and City of Hollywood for Grant Funds to Finance Renovations and Improvements at Washington Park Community Center ("Agreement"), dated _____, 20__, the City of Hollywood, a Florida municipal corporation, certifies ownership of the property described in **Exhibits A and D** of the attached Agreement and hereby dedicates, for use by the general public for a minimum of twenty-five (25) years from the date of execution hereof, the Funded Items described in **Exhibits B and B-1** of the attached Agreement.

IN WITNESS WHEREOF, the City of Hollywood has executed this Certificate of Ownership and Dedication on this _____ day of _____, 20__.

ATTEST:

City Clerk

BY: _____
Mayor

(SEAL)

APPROVED AS TO FORM

City Attorney

EXHIBIT D

PROOF OF PROPERTY OWNERSHIP/LEASEHOLD

R-2014-240

MASTER RECREATION LEASE AGREEMENT

THIS MASTER RECREATION LEASE AGREEMENT is made and entered into as of this 5th day of August, 20 14, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

CITY OF HOLLYWOOD, FLORIDA

(hereinafter referred to as "the City"),
whose principal place of business is
2600 Hollywood Boulevard, Hollywood, Florida 33022

WHEREAS, SBBC, as the controlling body of the district schools of Broward County, Florida owns, operates and maintains various facilities and sites throughout the county, including elementary, middle and high schools, vocational sites, training facilities and equipment, and lands/sites in the City of Hollywood suitable for use by City in its municipal programs; and

WHEREAS, partnerships instill a sense of civic pride and responsibility in students that will last far beyond their educational experience; and

WHEREAS, municipalities and the SBBC may share resources to support each other's goals and objectives; and

WHEREAS, SBBC and the City believe that such an arrangement will be of mutual benefit to all parties and will fill a great need in that area of the community and that cooperation between the parties hereto will result in great benefit to the residents of the City; and

WHEREAS, it is the purpose and policy of the City to develop, operate and maintain parks and community recreational facilities; and

WHEREAS, SBBC and the City entered into a Master Lease Agreement (MLA) on September 19, 1974 for the purposes of allowing the City to improve and utilize land (Site No. 156) owned by the SBBC; and

WHEREAS, upon entering into the Agreement, the City over the years developed the land into a park facility (AKA Washington Park) with playgrounds and other park and recreational facilities for use by its residents and as needed by the SBBC; and

WHEREAS, the MLA is set to expire on September 19, 2014, and the SBBC and the City desire to enter into a new MLA for another forty (40) year term; and

WHEREAS, the City is willing to as necessary, continue to expend funds to equip and improve the park; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Lease Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on September 20, 2014 and conclude on September 20, 2054.

2.02 **Leased Premises.** SBBC does hereby lease to the City an area or areas referred to herein as “Leased Premises” and shown on the sketch or sketches attached hereto as **Exhibit A** and made a part hereof.

2.03 **Rental.** The rent payable by the City for the Leased Premises shall be One Dollar (\$1.00) per year payable to SBBC on the yearly anniversary of this Agreement.

2.04 **Uses Permitted.** The uses and purposes to which the City shall put the Leased Premises shall be for playground and recreational purposes available to the citizens of the area, and as needed by the SBBC. The Leased Premises are to be used strictly for recreational purposes and no advertising or food concessions, or the renting of same, shall be permitted unless specifically approved by SBBC in writing.

2.05 **Conflict of Uses.** The uses of said Leased Premises by the City shall be limited and restricted so as not to conflict in any way with the use of the Leased Premises by SBBC in its public education program, and the use of said Leased Premises by the City shall at all times be in compliance with the laws of the State of Florida concerning the use of school property.

2.06 **Improvements.** The location of any and all recreational improvements (hereafter referred to as “Improvements”) to be placed on the Leased Premises, including but not limited to baseball diamonds, buildings, lights, etc., shall first be approved in writing by SBBC, it being intended that SBBC shall have absolute control over the location of any recreational facilities before they are placed on the Leased Premises. However, such approval by SBBC shall not be unreasonably withheld. Any facilities placed on said Leased Premises without the prior written approval of SBBC as to location shall immediately be removed or relocated within ninety (90) days of written demand by SBBC, unless the parties agree that the Improvements should remain whereby this Agreement will be amended to reflect the use and responsibility of the Improvements.

(a) Subject to the provisions of the foregoing paragraph, the parties further agree that the City will prepare and submit plans to the SBBC's Chief Facilities and Construction Officer and Building Official for review and approval. Any plans must meet State of Florida Building Code Requirements, the State Requirements for Educational facilities as applicable and to the extent that the School Board is held to these requirements, the SBBC's Design Criteria, the SBBC's Design and Material Standards, and any other requirements imposed by applicable law. The SBBC's Chief Facilities and Construction Officer and Building Official shall have ninety (90) days from the date of receipt to review and comment. All design documents shall be approved by the SBBC's Chief Facilities and Construction Officer and Building Official prior to submission to the Department of Education, if applicable. The City agrees to obtain all necessary permits and approvals and to contract with a Contractor for the construction of the Improvements.

(b) The City shall be solely responsible for all contractual obligations to the contractor hired to construct the Improvements.

(c) Before the commencement of the Improvements, the City shall require the engaged contractor to furnish a surety payment and performance bonds that guarantees the completion of the Improvements and the performance of the work necessary to complete the Improvements; as well as, full payment of all suppliers, material men, laborers or subcontractors employed to provide services to complete the project. The contractor shall be required by contract to deliver a copy of the surety bond to the Lessee. Such bonds shall remain in effect for one (1) year after completion of the Improvements. The contractor will cause the correction of any defective or faulty work or materials that appear after the completion of the Improvements within the warranty period of such work performed.

2.07 Maintenance.

(a) It shall be the responsibility of the City to maintain and keep the Leased Premises clean, sanitary and free from trash and debris, and the Leased Premises shall be mowed to prevent unsightly accumulation of weeds and other vegetation. Upon failure of the City to comply with the provisions of this section, SBBC shall give written notice to the City of such failure to comply, by Certified Mail, Return Receipt Requested. If after a period of ten (10) days of such mailing, the City has not commenced to complete the cleaning and/or mowing of said recreational area, SBBC shall have the right to enter upon the Leased Premises, remove trash and debris from the area, or mow the area and charge the City the cost incurred by SBBC for such services. Billing for trash and debris removal or mowing shall be on a per-cleaning or per-mowing basis and shall be due and payable within fifteen (15) days after receipt of said billing by the City.

(b) Notwithstanding any of the provisions of the foregoing subsection, the parties further agree that the City, in addition to the above, will clean up the Leased Premises after each and every event it sponsors, and SBBC will be responsible to clean after each and every event it sponsors. In the event that SBBC fails to maintain and clean the premises during SBBC's use of the Leased Premises, then City shall have the right to clean the premises and

charge SBBC for all cleanup costs and SBBC shall pay for such costs within fifteen (15) days after receipt of said billing by the City.

(c) The upkeep and maintenance of all Leased Premises shall be borne by the City, and the City agrees at all times to keep the areas herein leased and the equipment placed on said areas properly maintained, except as set forth in (b) above..

2.08 **Hours of Operation.** SBBC and the City acknowledge that the Leased Premises currently functions as a park facility (Washington Park) for the City and is open from 7:00 a.m. to 10:00 p.m. seven (7) days a week and is available to the residents of the City. However, the SBBC and the City agree that at the times when SBBC is utilizing any portion of the Leased Premises, the entire area utilized by SBBC shall be under the SBBC's control during the duration of its use of the area and SBBC shall be liable and responsible for any and all maintenance, cleanup, damages and injuries that may arise during SBBC's use of said Leased Premises..

2.09 **Ownership of Improvement at Lease Expiration.** In the event this Agreement is not canceled by SBBC or the City prior to its expiration date, all permanent recreational facilities such as baseball diamonds, lighting facilities, permanent backstops, etc., shall become the property of SBBC at the expiration of this Agreement and SBBC shall pay the City the value of the recreational facilities as determined by a group of appraisers as outlined in Paragraph 3.05. However, the City shall have the right to remove all moveable (non-permanent) recreational facilities at the expiration, cancellation or termination of this Agreement

2.10 **Insurance.** Upon execution of this Master Lease Agreement, each party shall submit to the other, copies of its certificate(s) of insurance or self-insurance evidencing the required coverage.

2.11 **Required Insurance Coverages.** Each party acknowledges without waving its right of sovereign immunity as provided by Section 768.28, Florida Statutes, that each party is self-insured for general liability under state law with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary wavier limits that may change and be set forth by the legislature.

Each party shall maintain General Liability Insurance, with limits of liability not less than \$1,000,000 Each Occurrence \$2,000,000 General Aggregate or \$2,000,000 Combined Single Limits. Automobile Liability shall be maintained by each party, with limits of not less than a \$1,000,000 Combined Single Limit. Each party shall procure and maintain at its own expense, and keep in effect during the full term of the Agreement, a policy or policies of insurance or self-insurance under a Risk Management Program in accordance with Florida Statutes, Section 768.28 for General and Automobile Liability.

2.11.1 Each party shall procure and maintain at its expense, and keep in effect during the full term of the Agreement, Self-insured Worker's Compensation Insurance with Florida statutory benefits in accordance with Chapter 440, Florida Statutes including Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-employee/disease-policy limit).

2.11.2 Self-insurance and/or insurance requirements shall not relieve or limit the liability of either party, except to the extent provided by, Section 768.28, Florida Statutes. Both parties reserve the right to require other insurance coverage that both parties deem mutually necessary depending upon the risk of loss and exposure to liability, subject to each party's Commission or Board approval, if necessary.

2.11.3 Violations of the terms of this section and its subparts shall constitute a material breach of the Agreement and the non-breaching party may, at its sole discretion, cancel the Agreement and all rights, title and interest shall thereupon cease and terminate.

2.11.4 No activities under this Agreement shall commence until the required proof of self-insurance and/or certificates of insurance have been received and approved by the Risk Managers of each party.

2.12 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director, Facility Planning & Real Estate Department
School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

To City: Cathy Swanson-Rivenbark, City Manager
City of Hollywood Florida
2600 Hollywood Boulevard, Hollywood, Florida 33022

With a Copy to: Chuck Ellis, Director, Parks & Recreation Cultural Arts
1405 S. 28th Avenue, Hollywood, Florida 33022

2.13 **Background Screening:** The City agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of the City or its personnel providing any services under the conditions described in the previous sentence. Lessee shall bear the cost of acquiring the background screening required by Section 1012.32,

Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the City and its personnel. The parties agree that the failure of the City to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, the City agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Cities failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by SBBC or the City of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

2.14 **Indemnification.** To the extent permitted by law, City and SBBC each agree to indemnify, defend and hold the other, including their officers, agents and employees, harmless from and against any and all claims, damages, losses, liabilities, causes of action of any kind or nature whatsoever arising out of or because of the use and occupancy of any facilities licensed hereunder, providing that if such claim, damage, loss, liability or cause of action is due to the joint or concurrent negligence of the indemnitor and the indemnitee, their respective responsibilities hereunder shall be in the same proportion that the negligent acts or omissions of each contributes thereto. This indemnification shall not be limited to the amount of comprehensive general liability insurance that each party is required to provide under this Agreement. Each party reserves the right to select its own counsel in any such proceeding and all costs and fees associated therewith shall be the responsibility of the indemnitor under this indemnification agreement. Compliance with the foregoing shall not relieve the indemnitor of any liability or other obligation under this Agreement. Nothing contained herein is intended nor shall be construed to waive any party's rights, immunities or limits to liability existing under the common law or Section 768.28, Florida Statutes.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall

represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, and contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.**

(a) It is specifically agreed between the parties hereto that at any time SBBC desires to cancel and/or terminate this entire Agreement or any designated portion of the Leased Premises which SBBC determines is needed exclusively for school building purposes or for any other school purposes, it shall have the right to do so with or without cause. SBBC's determination to cancel this lease shall be conclusively binding upon all parties. In the event SBBC so elects, the City shall be given ninety (90) days' written notice prior thereto and in the event of cancellation, SBBC shall reimburse the City for the then remaining value of the City-installed recreational facilities. In the event the parties hereto cannot mutually agree on said value, same shall be appraised by three (3) appraisers; one selected by SBBC; one selected by the City; and the third appraiser selected by the two appraisers appointed.

(b) In the event of such appraisal of the value, the average of the three (3) appraisers shall be the amount SBBC shall pay. It is further agreed that SBBC shall be obligated to pay the fee of the appraiser selected by SBBC; the City shall be obligated to pay the fee of the appraiser selected by the City; the City and SBBC shall each pay fifty percent (50%) of the fee of the appraiser selected by the two aforementioned appraisers.

(c) The City shall likewise have the unqualified right of cancellation of this Agreement, in whole or as to any designated portion or area of the Leased Premises upon ninety (90) days' written notice of cancellation to SBBC. If the City shall properly exercise its option to cancel this Agreement, as to the whole or part of the Leased Premises, the City shall have the right, subject to SBBC's purchase option described below, to remove any and all such fixtures and improvements to the property as the City had placed thereupon, except that the City shall not remove sod, landscaping, sand or earth placed upon the Leased Premises (except as incidental to removal of other fixtures and/or improvements) and the City shall, in the case of removal of fixtures and improvements, reestablish the normal grade of the Leased Premises to the condition which the same was found upon the Cities first entering the Leased Premises hereunder. If, upon cancellation by the City; SBBC wishes to purchase the City-installed recreational fixtures and/or improvements, then the City shall sell the same to SBBC at a mutually agreed price. However, if the City and SBBC cannot mutually agree upon such a price (the value of the property to be purchased) then the appraisal method, above-described in Section 3.05(b) hereof, shall be used to arrive at a binding price.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period; this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination pursuant to Section 3.05.

3.07 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.08 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.09 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.10 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.11 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.12 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.13 **Incorporation by Reference.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.14 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience,

have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.15 **Severability**. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.16 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.17 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.18 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.19 **Force Majeure**. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.20 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.21 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

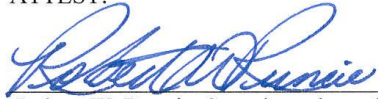
(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By: 

Patricia Good, Chair

ATTEST:



Robert W. Runcie, Superintendent of Schools

Approved as to form and legal content:

 07/24/14
Office of the General Counsel

FOR CITY

(Corporate Seal)

ATTEST:

Patricia A. Cerny
Patricia A. Cerny, MMC, City Clerk

Peter Bober
Peter Bober, Mayor

By: Cathy Swanson-Rivenbark
Cathy Swanson-Rivenbark, City Manager

Endorsed as to Form & Legality for the
Use and Reliance of the City of Hollywood,
Florida, only.

Jeffrey P. Sheffel
Jeffrey P. Sheffel, City Attorney

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 15th day of
September, 2014 by Peter Bober of
(Name of Person) (Name of Corporation or Agency)
City of Hollywood, on behalf of the agency.

☒ He/She is personally known to me or produced _____ as
identification and did/did not first take an oath. (Type of Identification)

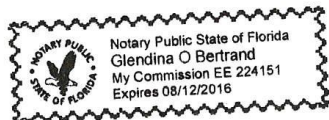
My Commission Expires: 08/12/2016

Glendina O. Bertrand
Signature – Notary Public

Glendina O. Bertrand
Printed Name of Notary

EE 224151
Notary's Commission No.

(SEAL)



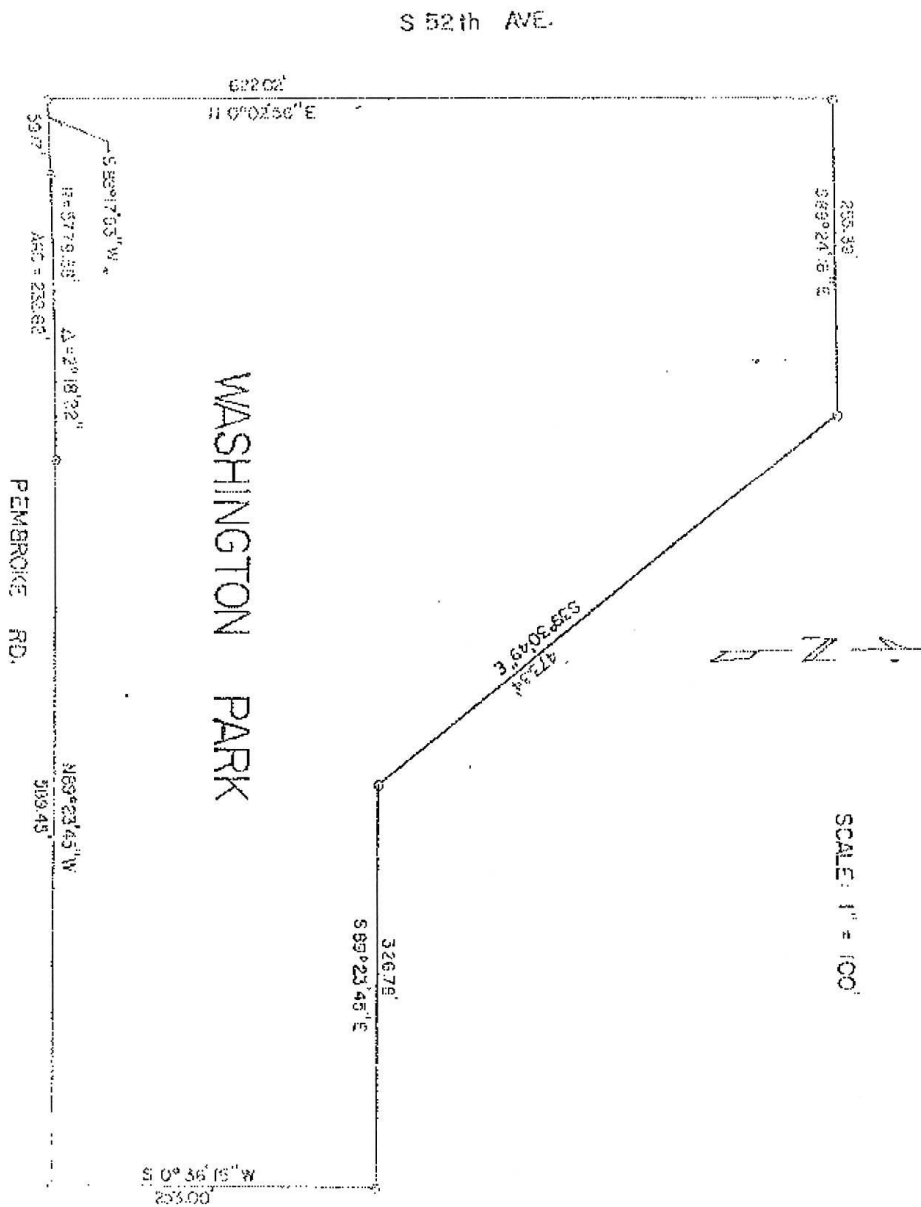


EXHIBIT E

STATUS REPORT OF FUNDED ITEMS AT WASHINGTON PARK COMMUNITY CENTER

Reporting Period: _____

Date Report Prepared: _____

Project Information:

| | |
|---|--|
| Name of City | |
| Person Preparing the Report for City | |
| Job Title | |
| Funded Items Start-Up Date | |
| Expected Completion Date | |

- 1. Describe the current status of the Funded Items, identify the tasks performed and work accomplished during the quarter, and attach photographs of same:**
- 2. Describe problems encountered and provide a detailed explanation of corrective action taken or to be taken:**

| Problem: | Corrective Action: |
|-----------------|---------------------------|
| | |
| | |
| | |
| | |

3. Percentage of Funded Items completed to date _____%.

4. Other Relevant Information:

CERTIFICATION

I hereby certify that the information reported in this status report and all supporting documentation is correct, and that all tasks and activities were conducted in accordance with the Agreement between Broward County and City of Hollywood for Grant Funds to Finance Renovations and Improvements at Washington Park Community Center.

Signature

Print Name

Job Title