

MURAL ONLY PROGRAM GRANT AGREEMENT

THIS AGREEMENT, made and entered into the ____ day of _____, 20____ by and with THE HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY (“CRA”) and _____, (“Recipient”)-

WITNESSETH:

WHEREAS, CRA Board approved the Mural Only Program (“MOP”) reimbursement grant funding program (“Program”) designed to provide financial support to leverage private investment for on-site enhancements to encourage the removal of blight and aggressively target properties in need of visual improvement; and

WHEREAS, the 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 Downtown CRA District and grant up to a maximum amount of \$25,000.00 for installation of a mosaic mural on the exterior surface of buildings, structures or other outdoor areas located within the Beach District;

WHEREAS, the Recipient has submitted an application for the MOP and desires to install a mural at (insert address here); and

WHEREAS, the ~~Mural Review Committee~~ the City’s Public Art Review Committee (“PARC”) approved the mural design on (insert date here); and

WHEREAS, unless delayed by force majeure, the mural will be completed by (insert date here); and

WHEREAS, in the event that the mural is removed from the property within one year of completion by means other than by force majeure, the Applicant shall refund the grant to the CRA; and

WHEREAS, the CRA Executive Director approves a grant in the amount of (insert grant amount here) to (insert Recipient here) subject to Recipient’s execution of this Agreement and compliance with the terms and conditions stated herein; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

Section 1. CRA OBLIGATIONS AND RESPONSIBILITIES

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1.1 Upon recipient completing the approved Mural Only Program project that is acceptable to the CRA Executive Director, and upon receipt of all documentation relating to the project costs, the CRA shall reimburse Recipient for one-half of the documented costs associated with the creation and installation of a painted or mosaic mural, including the cost of labor, materials and equipment up to a maximum grant of \$10,000 for grants in the Downtown District and \$25,000.00 for grants in the Beach District. In the event that Recipient fails to complete the Mural Only Program project by the approved completion date, CRA shall not be liable for reimbursement for any approved enhancement costs unless the respective CRA Executive Director agrees in writing.

1.2 The CRA shall not be liable for payments for services beyond the scope of the CRA authorized improvements, nor shall the CRA be liable for improvements which are made after the mural project is completed or after the CRA has authorized reimbursement to the Recipient.

1.3 CRA shall not be a party to nor is it liable for any contractual payments to any artists, designers, contractors, or other third parties. Payments to any artists, designers, contractors, architects or other third parties are the sole responsibility of the Recipient.

Section 2. RECIPIENT OBLIGATIONS AND RESPONSIBILITIES

2.1 Recipient agrees to accept grant funds in an amount not to exceed \$_____. Such grant funds shall be distributed on a reimbursement basis in accordance with the requirements set forth in subsection 2.4 below.

2.2 Recipient acknowledges and agrees that the grant funds are to be used solely for the mural installation on the property located at: (insert property address here) _____.

2.3 Recipient acknowledges that he/she/it is the owner of the subject property, or if the Recipient is not the owner, he/she/it has received the owner's written consent to improve the subject property (shown in the executed MOP Application Form attached as Exhibit "A" and incorporated by reference) and as such he/she/it is authorized to contract for the mural.

2.4 To receive reimbursement, Recipient will provide the CRA not more than 30 days after mural is completed, all supporting documentation, including: (a) a copy of the signed contract, estimates or proposal between the artist(s) and Recipient showing that Recipient has agreed to have the mural installed and the cost of the work; (b) proof of payment in the form of copies of the front and back of the cancelled check(s), or another similar form of proof of payment showing that Recipient has paid for the work completed; (c) copies of proof of payment for materials and equipment if applicable (d) photographs of the property showing the completed mural; and (e) a copy of Recipient's W-9 (personal or business).

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2.5 Recipient agrees that the mural as set forth in Exhibit "B" shall be completed, unless delayed by a force majeure, by _____ (the completion date) and no grant fund reimbursement payments shall be made prior to completion.

2.6 Recipient shall comply with all applicable federal, state, county and municipal laws, ordinances, codes and regulations.

2.7 Recipient shall comply with all regulations, requirements and guidelines relating to the MOP as approved by resolution. In the event that Recipient fails to comply with the MOP regulations, requirements and guidelines, the Recipient shall reimburse the grant funds to the CRA.

2.8 Recipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices to maintain adequate internal controls which, relating to mural installations, sufficiently and properly reflect all expenditures of funds reimbursed by the CRA under this Agreement.

2.9 Recipient shall make all books pertaining to the mural installation available to the CRA for inspection, review or audit purposes at all reasonable times upon demand the term of this Agreement and for three years thereafter.

2.10 Recipient and or the Recipient's contractor(s) shall carry worker's compensation insurance to cover all workers involved in the project. Recipient shall maintain, at its own expense, General Liability Insurance covering the subject property and the resultant uses thereof in the amount of \$1,000,000.00 and will maintain property damage coverage for a minimum of \$100,000.00 the premium of which shall be paid prior to execution of this Agreement. Said insurance shall name the CRA as an additional insured; and shall provide that the CRA will receive notice of any cancellation or change in coverage. Recipient shall furnish CRA with certificates of Insurance. Any lapse of this coverage during this period of the Agreement shall be grounds for termination of the Agreement by the CRA.

Section 3. FUNDING TERMS AND CONDITIONS

3.1 CRA hereby grants to Recipient the sum of (enter grant amount here) which shall be payable to Recipient by CRA on a reimbursement basis contingent upon Recipient's successful completion of the approved mural. The CRA assumes no obligation to provide financial support of any type in excess of the Grant amount; cost overruns are the sole responsibility of the Recipient.

3.2 Said funds shall be used solely for the purpose specified in the Mural Only Program, according to the allowable grant expenditures set forth by resolution.

3.3 The applicable provisions of the Mural Only Program Guidelines and Criteria are hereby expressly incorporated into this Agreement.

Section 4. INDEMNIFICATION

4.1 GENERAL INDEMNIFICATION: Recipient shall indemnify, defend, save and hold harmless the CRA, its officers, agents and employees, from and against all claims, damages, losses, liabilities and expenses direct, indirect or consequential, arising out of or alleged to have arisen out of or in consequence of the performance of this Agreement. Recipient shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnification including, but not limited to reasonable attorney's fees, paralegal expenses, and court and arbitration costs. This indemnification shall survive the term of this Agreement.

4.2 Recipient shall defend all actions in the name of CRA when applicable, however, CRA reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Recipient under this indemnification agreement. Nothing contained herein is intended nor shall be construed to waive CRA'S rights and immunities under the common law or Florida Statutes 768.28 as amended from time to time.

Section 5. TERMINATION

5.1 TERMINATION FOR CAUSE: 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, 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.

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

Section 6. AUDIT RIGHTS

CRA reserves the right to audit the records of Recipient at any time during the term of the Agreement and for a period of three years after completion and acceptance by Recipient. Recipient shall allow CRA to inspect, examine and review the records of Recipient at any and all times during normal business hours during the term of the Agreement.

Section 7. INDEPENDENT CONTRACTOR STATUS

Recipient and its employees, volunteers and agents shall be and remain independent

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contractors and not agents or employees of CRA with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties.

Section 8. ASSIGNMENT

Recipient shall not assign, or transfer its rights, title or interests in the Agreement nor shall Recipient delegate any of the duties and obligations undertaken by Recipient without CRA'S prior written approval.

Section 9. GOVERNING LAW; VENUE

9.1 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

9.2 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

Section 10. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

Section 11. SEVERABILITY

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

Section 12. EQUAL OPPORTUNITY

12.1 Recipient shall not unlawfully discriminate against any employee or applicant for employment because of race, age, religion, color, gender, national origin, marital status, physical or mental disability. Recipient shall take affirmative action to insure applicants are employed and employees treated during employment without regard to race, age, religion, color, gender, national origin, marital status, physical or mental disability. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of

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pay, other forms of compensation, terms and conditions of employment and training, including apprenticeship.

12.2 Delivery of cultural services shall be made without regard to, or consideration of, race, age, religion, color, gender, national origin, marital status, physical or mental disability or other factors which cannot be lawfully or appropriately used as a basis for service delivery.

Section 13. NOTICES

All notices and other communications required or permitted under this Agreement shall be in writing and sent to the respective parties as indicated below:

AS TO AGENCY: **Executive Director**
Hollywood, Florida Community Redevelopment Agency
1948 Harrison Street
Hollywood, Florida 33020

WITH A COPY TO: **General Counsel**
Hollywood, Florida Community Redevelopment Agency
2600 Hollywood Blvd., Rm. 407
Hollywood, Florida 33020

AS TO RECIPIENT: _____

WITH A COPY TO: _____

(This space intentionally left blank.)

MURAL ONLY PROGRAM GRANT AGREEMENT

IN WITNESS WHEREOF, the HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY and _____, have caused this Agreement to be executed, the day and year first above written.

ATTEST:

HOLLYWOOD, FLORIDA COMMUNITY
REDEVELOPMENT AGENCY

PHYLLIS LEWIS,
BOARD SECRETARY

RAELIN STOREY,
CRA EXECUTIVE DIRECTOR

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

DAMARIS HENLON
GENERAL COUNSEL

RECIPIENT

By: _____

Print Name: _____

Title: _____

Date: _____