

**AGREEMENT FOR CULTURAL ARTS
PROGRAMMING SERVICES**

This Agreement is made and entered into this 25 day of Feb, ^{2013 R}2012, by and between the City of Hollywood, a municipal corporation of the State of Florida, (hereinafter "CITY") and the Hollywood Art and Culture Center, Inc., a corporation authorized to do business in the State of Florida (hereinafter "CULTURAL CENTER"), whose principal office is located at 1650 Harrison Street, Hollywood, Florida 33020 and whose Federal I.D. number is 59-1951668.

In consideration of the mutual promises contained herein, the receipt and adequacy of which is hereby acknowledged, the CITY and CULTURAL CENTER agree as follows:

**ARTICLE 1
SERVICES**

The CULTURAL CENTER shall directly manage and coordinate cultural art programming for the City of Hollywood, Florida, as more specifically set forth in the Scope of Work detailed in Exhibit "A" which is attached hereto and made a part hereof in its entirety.

For purposes of this Agreement, the parties hereby agree and acknowledge that the CITY, through the City Manager or her designee, will retain facility control and responsibility for the Hollywood Central Performing Arts Center. Further, the CITY will continue to coordinate with the Broward County School District and Hollywood Central Elementary School in the coordination and scheduling of Hollywood Central Performing Arts Center for School Board use.

**ARTICLE 2
CULTURAL CENTER AND CITY REPRESENTATIVES**

The CULTURAL CENTER's Representative shall be:

Joy A. Satterlee
Hollywood Art and Culture Center, Inc.
1650 Harrison Street
Hollywood, FL 33020
Telephone No. (954) 921-3274
Fax No. (954) 921-3273

The CITY's Representative shall be:

Cathy Swanson-Rivenbark
City Manager
2600 Hollywood Blvd.
Hollywood, FL 33022-9045
Telephone No. (954) 921-3201
Fax No. (954) 921-3314

ARTICLE 3 TERM OF AGREEMENT

The CULTURAL CENTER shall commence cultural arts programming services on October 1, 2012 and shall complete all services by September 30, 2013. This Agreement may be renewed for two (2) additional one (1) year periods at the option by the CITY. The parties agree that ninety (90) days prior to the expiration of this Agreement, as long as the Agreement is in full force and effect, they may begin negotiations for renewal of this Agreement. If either party intends not to renew, written notice of the intent not to renew is to be given by either party to the other party no later than ninety (90) days prior to the end of the one (1) year term.

ARTICLE 4 PAYMENT SCHEDULE

A. The total amount to be paid under this Agreement shall not exceed One Hundred Forty Eight Thousand (\$148,000.00) and shall be paid to the CULTURAL CENTER as follows:

Beginning on October 1, 2012 through September 30, 2013, the total amount to be paid by the CITY under this Agreement for all services shall not exceed One Hundred Forty Eight Thousand Dollars (\$148,000.00) for staffing and management expenditures for the Hollywood Central Performing Arts Center ("HCPAC"). Such obligation to pay is contingent upon an annual appropriation for its purposes by the City Commission and in accordance with Section 30.05 of the City's Code of Ordinances.

If the above funding is appropriated by the City Commission, the CITY shall make monthly payments to the CULTURAL CENTER in accordance with the monthly payment schedule set forth in Exhibit "B" and the successful compliance with the performance measures set forth in Exhibit "A" attached hereto and incorporated herein by reference.

CULTURAL CENTER shall notify the CITY MANAGER OR HER DESIGNEE in writing when ninety-percent (90%) of the "not to exceed amount" has been reached. shall be based upon successful compliance with performance measures set forth in Exhibit "A". CULTURAL CENTER will bill the CITY on a monthly basis for services rendered toward completion of the work.

B. Invoices received by the CITY from the CULTURAL CENTER pursuant to this Agreement will be reviewed and approved in writing by the CITY's Representative, indicating that services have been rendered in conformity with the Agreement, and then forwarded to the CITY's Financial Services Department for payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid within thirty (30) days following the CITY Representative's approval. In addition to detailed

invoices, upon request of the CITY MANAGER OR HER DESIGNEE, CULTURAL CENTER will provide CITY with detailed periodic status reports on the project.

C. Final Invoice: In order for both parties to close their books and records, the CULTURAL CENTER will clearly state "final invoice" on the CULTURAL CENTER's final/last billing to the CITY. This final invoice shall also certify that all services provided by CULTURAL CENTER have been properly performed and all charges and costs have been invoiced to the CITY. Because this account will thereupon be closed, any and other further charges not properly included on this final invoice are waived by the CULTURAL CENTER.

D. No out-of-pocket expenses shall be reimbursed.

ARTICLE 5 TERMINATION

This Agreement may be cancelled by the CULTURAL CENTER upon ninety (90) days prior written notice to the CITY MANAGER OR HER DESIGNEE in the event of substantial failure by the CITY to perform in accordance with the terms of this Agreement through no fault of the CULTURAL CENTER. This Agreement may be terminated in whole or in part, by the CITY, with or without cause, upon ninety 90 days prior written notice from the CITY MANAGER OR HER DESIGNEE to the CULTURAL CENTER. Unless the CULTURAL CENTER is in breach of its contract, the CULTURAL CENTER shall be paid for services rendered to the CITY's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY, the CULTURAL CENTER shall:

- a) Stop work on the date and to the extent specified.
- b) Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- c) Transfer all work in process, completed work, and other materials related to the terminated work to the CITY, or as directed by the CITY MANAGER OR HIS DESIGNEE.
- d) Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 PERSONNEL

CULTURAL CENTER is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor and not an employee, agent or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CULTURAL CENTER's sole direction, supervision and control. The CULTURAL CENTER shall exercise control over the

means and manner in which it and its employees perform the work and in all respect the CULTURAL CENTER's relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of the CITY.

The CULTURAL CENTER represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CITY, nor shall such personnel be entitled to any benefits of the CITY including, but not limited to, pension, health and workers' compensation benefits.

All of the services required hereunder shall be performed by the CULTURAL CENTER or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CULTURAL CENTER's key personnel must be made known to the CITY MANAGER OR HER DESIGNEE and written approval must be granted by the CITY MANAGER OR HER DESIGNEE before said change or substitution can become effective.

The CULTURAL CENTER warrants that all services shall be performed by skilled and competent personnel in a professional manner.

ARTICLE 7 SUBCONTRACTING

CULTURAL CENTER shall not subcontract any services or work to be provided to CITY without the prior written approval of the CITY MANAGER OR HER DESIGNEE. The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform property under this contract. The CITY's acceptance of a subcontractor shall not be unreasonably withheld. The CULTURAL CENTER is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

ARTICLE 8 FEDERAL AND STATE TAX

The CITY is exempt from payment of Florida State Sales and Use Taxes. The CITY will sign an exemption certificate submitted by the CULTURAL CENTER. It is hereby acknowledged that the CULTURAL CENTER is exempted from paying Florida State Sales and Use Tax and shall submit an exemption certificate to the CITY'S Director of Financial Services. The CULTURAL CENTER is not authorized to use the CITY's tax exemption number in securing materials from suppliers to be used to fulfill its contractual obligations. The CULTURAL CENTER shall be responsible for payment of its own and of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

ARTICLE 9 AVAILABILITY OF FUNDS

The CITY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the City Commission as set forth in Section 30.05 of the CITY's Code of Ordinances. In the event that funds are not appropriated or available to continue this Agreement, CITY shall provide CULTURAL CENTER with ninety (90) days written notice of any such lack of funding and this Agreement will immediately terminate.

ARTICLE 10 INSURANCE REQUIREMENTS

The CULTURAL CENTER shall not commence work under this Agreement until it has all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY, nor shall the CULTURAL CENTER allow any subcontractor to commence work on its subcontract until all similar such insurance required of the subcontractor has been obtained and approved.

CERTIFICATES OF INSURANCE reflecting evidence of the required insurance shall be filed with the Risk Manager prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be cancelled until at least thirty (30) days prior written notice has been given to the CITY, except for the professional liability insurance policies which CULTURAL CENTER has acknowledged and documented are non-cancelable. CULTURAL CENTER agrees that in the event the professional liability insurance policies are about to be expired, the CULTURAL CENTER shall provide CITY with at least thirty (30) days written notice that the policies are about to be expired. CULTURAL CENTER agrees to provide CITY with a Certificate or other documentation indicating that the professional liability insurance has been renewed prior to expiration of the previous policy. Policies shall be issued by companies authorized to do business under the laws of the State of Florida and shall have adequate policyholders and financial ratings in the latest ratings of A.M. Best and be part of the Florida Insurance Guarantee Association Act, for all policies except for professional liability insurance.

Insurance shall be in force until all work required to be performed under the terms of the Agreement is satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the Insurance Certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CULTURAL CENTER shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CULTURAL CENTER shall not continue to work pursuant to this Agreement unless all required insurance remains in full force and effect.

REQUIRED INSURANCE

1. Commercial General Liability

Commercial General Liability Insurance to cover liability for bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and contractual. Coverage must be written on an occurrence basis, with no less than the following limits of liability:

A. Single Limit Bodily Injury & Property Damage

Each Occurrence	\$1,000,000.00
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B. Personal Injury

Annual Aggregate	\$1,000,000.00
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2. Comprehensive Automobile Liability

Comprehensive Automobile Liability for all vehicles used in the performance of this Contract:

A. Single Limit Bodily Injury & Property Damage

Each Occurrence	\$1,000,000.00
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Coverage shall include owned, hired and non-owned vehicles.

The CITY OF HOLLYWOOD must be named as an additional insured for the Automobile and Commercial General Liability coverage.

3. Professional Liability

Professional Liability with limits not less than \$1,000,000.00. If coverage is provided on a claims made basis then coverage must be continued for the duration of this Agreement and for not less than one (1) year thereafter, or in lieu of continuation, provide an "extended reporting clause" for one (1) year.

4. Workers' Compensation Insurance

Workers' Compensation Insurance shall be maintained during the life of this Agreement to comply with statutory limits for all employees, and in the case any work is sublet, the CULTURAL CENTER shall require any subcontractors similarly too provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CULTURAL CENTER. The CULTURAL CENTER and its

subcontractors shall maintain during the life of this Agreement Employer's Liability Insurance. The following must be maintained:

- | | | |
|----|-----------------------|--------------------------------------|
| A. | Workers' Compensation | Statutory |
| B. | Employer's Liability | Not less than \$500,000 per accident |

The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

ARTICLE 11 INDEMNIFICATION

The CULTURAL CENTER agrees to indemnify and hold harmless and defend the CITY, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorneys' fees) suffered by CITY from (a) any claim, demand, judgment, decree, or cause of action of any kind or nature arising out of any error, omission or negligent act of CULTURAL CENTER, its agents, servants, or employees, in the performance of services under this Contract, (b) any breach or misconduct by the CULTURAL CENTER of this Agreement, (c) any inaccuracy in or breach of any of the representations, warranties or covenants made by the CULTURAL CENTER herein, (d) any claims, suits, actions, damages or causes of action arising during the term of this Agreement for any personal injury, loss of life or damage to property sustained by reason or as a result of performance of this Agreement by the CULTURAL CENTER and the CULTURAL CENTER's agents, employees, invitees, and all other persons, claims, suits, actions, damages or causes of action for any personal injury, loss of life or damage to property sustained by reason or as a result of the presence of the CULTURAL CENTER and CULTURAL CENTER's agents, employees, invitees, and all other persons and shall include all costs, expenses and liabilities incurred by the CITY in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. Neither the CULTURAL CENTER nor any of its employees or agents shall be liable under this section for damages or loss arising out of injury, loss of life or damage to property directly caused by or resulting from the sole negligence of the CITY, its officers, agents or employees. CULTURAL CENTER acknowledges and agrees that CITY would not enter into this Agreement without this indemnification of CITY by CULTURAL CENTER, and that CITY's entering into this Agreement shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Agreement. Nothing in this Agreement shall be construed to affect in any way the CITY's rights, privileges and immunities as set forth in §768.28, Florida Statutes.

ARTICLE 12 SUCCESSORS AND ASSIGNS

The CITY and the CULTURAL CENTER each bind itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the CITY nor the CULTURAL CENTER shall

assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CULTURAL CENTER.

ARTICLE 13 REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Broward County, Florida. No remedy herein conferred upon any party is 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 given hereunder or 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 or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 14 CONFLICT OF INTEREST

The CULTURAL CENTER represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The CULTURAL CENTER further represents that no person having any interest shall be employed for said performance. The CULTURAL CENTER shall promptly notify the CITY MANAGER OR HER DESIGNEE, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CULTURAL CENTER's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CULTURAL CENTER may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CULTURAL CENTER. The CITY agrees to notify the CULTURAL CENTER of its opinion by certified mail within thirty (30) days of receipt of notice by the CULTURAL CENTER. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CULTURAL CENTER, the CITY shall so state in the notice and the CULTURAL CENTER shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CULTURAL CENTER under the terms of this Agreement.

ARTICLE 15 EXCUSABLE DELAYS

The CULTURAL CENTER shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the

CULTURAL CENTER or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; freight embargoes; and abnormally severe and unusual weather conditions.

Upon CULTURAL CENTER's request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CULTURAL CENTER's failure to perform was without it or its subcontractors fault or negligence, the contract schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the CITY's rights to change, terminate, or stop any or all of the work a any time. In the event the CULTURAL CENTER is unable to complete performance of services because of delays resulting from untimely review and approval by governmental authorities having jurisdiction over the project and such delays are not the fault of the CULTURAL CENTER, CITY shall grant a reasonable extension of time for completing the work. It shall be the responsibility of the CULTURAL CENTER to notify the CITY MANAGER OR HER DESIGNEE promptly in writing whenever a delay is anticipated or experienced, and to inform the CITY MANAGER OR HER DESIGNEE of all facts and details related to the delay.

ARTICLE 16

DEBT

The CULTURAL CENTER shall not pledge the CITY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The CULTURAL CENTER further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 17

DISCLOSURE AND OWNERSHIP OF DOCUMENT

The CULTURAL CENTER shall deliver to the CITY MANAGER OR HER DESIGNEE for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Agreement.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CULTURAL CENTER and will not be disclosed to any other party, directly or indirectly, without the CITY's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed or purchased, under this Agreement for or at the CITY's expense shall be and remain the CITY's property and may be reproduced and reused at the discretion of the CITY. The CITY and the CULTURAL CENTER shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations

made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 18 CONTINGENT FEES

The CULTURAL CENTER warrants that it has not employed or retained any company or person, other than a bona-fide employee working solely for the CULTURAL CENTER to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona-fide employee working solely for the CULTURAL CENTER, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. Violation of this Article shall constitute a forfeiture of this Agreement by the CULTURAL CENTER.

ARTICLE 19 ACCESS AND AUDITS

The CULTURAL CENTER shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Agreement. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CULTURAL CENTER's place of business.

ARTICLE 20 NON-DISCRIMINATION

The CULTURAL CENTER warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 21 ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 22
AUTHORITY TO PRACTICE

The CULTURAL CENTER hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY's Representative upon request. The CULTURAL CENTER hereby represents and warrants that its employees who are involved in this Agreement have and will continue to maintain all licenses, etc., required by federal, state and/or local law.

ARTICLE 23
SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24
ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and CULTURAL CENTER agree that this Agreement, together with the exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 - Modification of Scope of Work. In the event of any conflict or inconsistency between this Agreement and the provisions in the incorporated exhibits, the terms of the Agreement shall supersede and prevail over the terms in the exhibits except for the terms set forth in the Scope of Services which is attached hereto.

ARTICLE 25
MODIFICATION OF SCOPE OF WORK

The CITY reserves the right to make changes in the Scope of Services and Conditions, Exhibit "A" to this Agreement, including alterations, reductions therein or additions thereto. CULTURAL CENTER shall be entitled to ninety (90) days notice of any such modification. Upon receipt by the CULTURAL CENTER of the CITY's notification of a contemplated change, the CULTURAL CENTER shall, in writing, (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any changes in the schedule, and (3) advise the CITY if the contemplated change shall affect the CULTURAL CENTER's ability to meet the schedule of this Agreement.

If the CITY so instructs in writing, the CULTURAL CENTER shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the CITY's decision to proceed with the change.

If the CITY elects to modify the contract, the CITY shall initiate an amendment to this Agreement and the CULTURAL CENTER shall not commence work on any such change until such written amendment is signed by the CULTURAL CENTER and the City.

ARTICLE 26

CULTURAL ART PROGRAMMING

26.1 The CULTURAL CENTER shall conduct research and engage in services of appropriate Artists who shall perform at for Cultural Arts Programs.

26.2 The CULTURAL CENTER shall be solely responsible for any and all compensation that may be due to any and all Performing Artists or Programs, and the CITY shall have no such responsibility, obligation or liability.

26.3 CULTURAL CENTER agrees that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of partners of joint venturers between the CITY and CULTURAL CENTER, nor as constituting CULTURAL CENTER or any officer, owner, employee or agent of the CULTURAL CENTER as an agent, representative or employee of the CITY for any purpose or in any manner whatsoever, and that it shall not represent to third parties that such is the case.

ARTICLE 27

NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

Cathy Swanson-Rivenbark
City Manager
2600 Hollywood Blvd., Room 419
Hollywood, Florida 33020

with a copy to: Jeffrey P. Sheffel
City Attorney
2600 Hollywood Blvd., Room 407
Hollywood, Florida 33020

and if sent to the CULTURAL CENTER shall be mailed to:

Executive Director
Hollywood Art and Culture Center, Inc.
1650 Harrison Street
Hollywood, Florida 33020

with a copy to: Chairperson
Hollywood Art and Culture Center, Inc.
1650 Harrison Street
Hollywood, Florida 33020

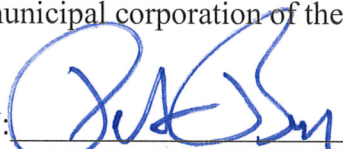
IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

ATTEST:

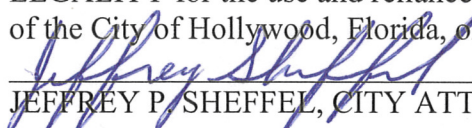

PATRICIA A. CERNY, MMC
CITY CLERK

CITY OF HOLLYWOOD, FLORIDA,
a municipal corporation of the State of Florida

BY:


PETER BOBER, MAYOR

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


JEFFREY P. SHEFFEL, CITY ATTORNEY

APPROVED BY:

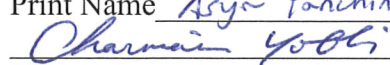

CATHY SWANSON-RIVENBARK, CITY
MANAGER OR HER DESIGNEE,
DIRECTOR OF PARKS, RECREATION AND
CULTURAL ARTS

APPROVED BY:

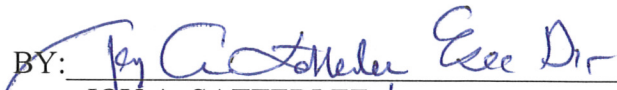

MATTHEW LALLA, DIRECTOR OF
FINANCIAL SERVICE

HOLLYWOOD ART & CULTURAL CENTER, INC.

WITNESSES:


Signature
Print Name Asya Yanchina

Signature
Print Name Charmain Yobbi

BY:


JOY A. SATTERLEE
Title: EXECUTIVE DIRECTOR

Agreement for Cultural Arts Programming Services Between the City of Hollywood and the Art and Culture Center of Hollywood

Exhibit "A"
Scope of Services

The Art and Culture Center of Hollywood (ACCH) will perform the following:

1. Manage and coordinate the scheduling of performing arts programs and events as well as the general use of the Hollywood Central Performing Arts Center (HCPAC), in compliance with the existing established agreement(s) between the City of Hollywood and the School Board of Broward County.
2. Provide all management and coordination relating to the use of HCPAC by Hollywood Central Elementary School and other School Board of Broward County events or functions as requested by the School Board of Broward County, from October 1, 2012 to September 30, 2013.
3. Provide all management and coordination relating to rentals taking place at the Hollywood Central Performing Arts Center from October 1, 2012 to September 30, 2013.
4. Provide support with no facility rental charge to allow two community theater performances with a two week period for each performance for rehearsal and performance times. Scheduling of the rehearsal and performance times will need to be cooperatively agreed upon given the time and availability of the theater. No event can conflict with an ACCH performance or a rental contracted for a performance by a third party. Guarantee a minimum of 24 hours at the theater in a three-day period for rehearsal time for each performance. If scheduling does not allow all of the rehearsal time to occur at the theater, then the Department of Parks, Recreation, and Cultural Arts will provide rehearsal space. The Community Theater group will need to cover staff costs associated with use of the theater as well as liability insurance and other reasonable terms and conditions in the standard HCPAC performance contract.
5. Continue to ensure that HCPAC is available for rental to other community-based arts groups and organizations, whether non-profit or private, whenever possible and based on open date availability.
6. Make HCPAC available to the City of Hollywood for use whenever possible and based on open date availability.
7. When HCPAC is to be used by the City of Hollywood, ACCH will provide a technical director and another front of house staff person to coordinate and manage the HCPAC facility for the scheduled City event.

8. The Art and Culture Center will receive all income from rentals, concessions, ticket sales, corporate sponsorships, private donations, grants or any other funding related to the ACCH management and coordination of HCPAC.
9. Provide the City Manager through its City liaison, Parks, Recreation and Cultural Arts, with a listing for dates, times and description of all scheduled cultural arts performances and programs that will take place at HCPAC. This information is to be provided at least three months before the start of each performance season.
10. Provide the City Manager through its City Liaison, Parks, Recreation and Cultural Arts, with a monthly Profit and Loss Statement with a detailed breakdown by category, of performing services for which payment is being requested.

**Agreement for Cultural Arts Programming Services Between the
City of Hollywood and the Art and Culture Center of Hollywood**

Exhibit "B"
Contract Payment Schedule

October 1, 2012 - September 30, 2013

\$148,000.00

Funding is contingent upon an annual appropriation by the City Commission and in accordance with Section 30.05 of the City's Code of Ordinances. All payments shall be made on a monthly basis and in amounts equal to the annual appropriation divided by 12 months.