

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners

DATE: November 22, 2017

FROM: Douglas R. Gonzales
City Attorney

SUBJECT: Proposed Agreement with the Hollywood Art and Culture Center, Inc. (Cultural Center) for the purpose of coordinating and managing cultural arts programming services at the Hollywood Central Performing Arts Center (HCPAC).

I have reviewed the above captioned agreement for form and legality. The general business terms are as follows:

- 1) Department/Division involved – Dept. of Parks, Recreation and Cultural Arts
- 2) Type of Agreement - n/a
- 3) Method of Procurement (RFP, bid, etc.) – Pursuant to Section 38.40(C)(8) of the City’s Code of Ordinances, the City Commission may, when in the best interests of the City, by a **5/7ths affirmative vote**, waive competitive bidding and competitive proposal requirements for the purchase of, and contracts for, supplies or services.
- 4) Term of Contract
 - a) initial - 1 year contract expires September 30, 2018
 - b) renewals (if any) – n/a
 - c) who exercises option to renew - City.
- 5) Contract Amount – \$70,000.00
- 6) Termination rights - In the event that funds are not appropriated or available, City shall provide the Cultural Center with 90 days' written notice and the Agreement will terminate. The Cultural Center may terminate upon 90 days' in the event of substantial failure to perform by the City. City may terminate with or without cause upon 90 day's prior written notice.
- 7) Indemnity/Insurance Requirements – Cultural Center indemnifies and insures City.
- 8) Scope of Services – To have the Cultural Center provide services including but not limited to the planning and coordination of performing arts programs at HCPAC.

Term Sheet Agreement with the Art and Cultural Center relating to HCPAC

9) Other significant provisions – The Cultural Center will 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 as more specifically set forth in Exhibit “A”, Paragraph 4.

c: Wazir A. Ishmael, Ph.D., City Manager