

**EXHIBIT C**

**FIRST AMENDMENT TO AGREEMENT**

**Between**

**BROWARD COUNTY**

**and the**

**CITY OF HOLLYWOOD**

**for**

**YOUNG CIRCLE ARTSPARK**

**(COUNTY RLI # 071701-RB)**

This First Amendment to Agreement ("First Amendment") is made and entered into by and between Broward County, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

**and**

City of Hollywood, Florida, a municipal corporation of the state of Florida, hereinafter referred to as "CITY."

WHEREAS, the COUNTY determined a need for facilities where residents can participate in cultural activities and adopted a policy to support the development of regional cultural facilities, and developed a ten-year community cultural plan; and

WHEREAS, the Broward County electorate passed the 2000 Broward County Safe Parks and Land Preservation Bond issue, which included Five Million Dollars (\$5,000,000) for the design and construction of one or more Cultural Centers located in a regional park within the boundaries of Broward County; and

WHEREAS, Broward County solicited and selected, through a Request for Letters of Interest (RLI) process, proposals from various governmental entities to finance, develop, and operate one or more Cultural Centers in a regional park within the boundaries of Broward County; and

WHEREAS, the City of Hollywood responded to the RLI and was selected by Broward County based on its proposal to finance, develop, and operate a Cultural

Broward County/City of Hollywood

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Young Circle ArtsPark

Center (an "ArtsPark") in Young Circle within the City of Hollywood (the "Young Circle ArtsPark");

WHEREAS, pursuant to the passage by the Broward County electorate of the 2000 Broward County Safe Parks and Land Preservation Bond Issue, the CITY agreed to accept and to utilize Five Million Dollars (\$5,000,000) from the COUNTY for the design and construction of Young Circle ArtsPark located within the City of Hollywood's city limits; and

WHEREAS, on December 16, 2002, the COUNTY and the CITY entered into an original Agreement for the aforementioned Young Circle ArtsPark ("Agreement"); and

WHEREAS, at the time of entry into the Agreement, CITY represented to COUNTY for the purpose of COUNTY's reliance thereon that CITY was the owner of Young Circle and was authorized to construct and operate the Young Circle ArtsPark in accordance with and as contemplated by the parties' Agreement; and

WHEREAS, COUNTY entered into the Agreement in reliance upon CITY's representation that CITY was the owner of Young Circle and was authorized to construct and operate the Young Circle ArtsPark in accordance with and as contemplated by the parties' Agreement; and

WHEREAS, the parties agreed at the time of execution of the Agreement that the CITY will spend at least Six Million Dollars (\$6,000,000) of CITY's funds for construction of the Young Circle ArtsPark which, together with the Five Million Dollars (\$5,000,000) from the 2000 Broward County Safe Parks and Land Preservation Bond Issue, will provide a minimum of Eleven Million Dollars (\$11,000,000) for design and construction of the Project as defined in the Agreement; and

WHEREAS, the parties agreed at the time of execution of the Agreement that the COUNTY will expend out of its \$5 million contribution the amount representing the combined CITY and COUNTY contributions for public art in compliance with this Agreement and in compliance with Section 1-88 of the Broward County Code of Ordinances to the extent not in conflict with this Agreement; and

WHEREAS, in return for the COUNTY payments set forth in the Agreement, CITY agreed to operate and maintain the Young Circle ArtsPark as described in the Agreement for use by and for the benefit of the general public at no additional cost to COUNTY; and

WHEREAS, the CITY further agreed in the Agreement to spend additional monies to operate the Young Circle ArtsPark for the life of the 2000 Broward County Safe Parks and Land Preservation Bond Issue; and

WHEREAS, the Board of County Commissioners determined that at the time of the Agreement that the proposed expenditures would serve a county and public purpose and was authorized by the 2000 Broward County Safe Parks and Land Preservation Bond Program; and

WHEREAS, by this First Amendment, the COUNTY and the CITY now seek to extend the time frame for the CITY to complete construction of the Young Circle ArtsPark and begin operation to December 16, 2007; and

WHEREAS, the CITY and the COUNTY agree that the recitals stated herein are still true and correct at the time of entry into this First Amendment;

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COUNTY and CITY agree to amend the parties' Agreement as follows:

1. The COUNTY and the CITY hereby amend ARTICLE 2, "DEFINITIONS AND IDENTIFICATIONS," Section 2.5 as follows:
  - 2.5 County Attorney - The chief legal counsel for COUNTY, who directs and supervises the Office of County Attorney pursuant to Section 4.03 2.10 of the Broward County Charter as may be amended.
2. The COUNTY and the CITY hereby amend "ARTICLE 4, TERM AND TIME OF PERFORMANCE," specifically Section 4.2 as follows:
  - 4.2 CITY shall begin operating the Young Circle ArtsPark and providing Cultural Activities within ninety (90) days of completion of construction but no later than December 16, 2007 ~~three years after execution of this Agreement by the Parties~~. Completion of construction shall occur when the Contract Administrator receives the certified statement required by Section III B of Exhibit A.
3. The COUNTY and the CITY hereby amend ARTICLE 11, "MISCELLANEOUS," Section 11.7, "Notices," as follows:

....

FOR COUNTY:

Broward County/City of Hollywood

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Young Circle ArtsPark

Mary A. Becht, Director  
Broward County Cultural Affairs Division  
100 South Andrews Avenue, 6<sup>th</sup> Floor  
Fort Lauderdale, Florida 33301

**FOR CITY:**

David Flaherty, Director  
Department Parks, Recreation and Cultural Arts  
City of Hollywood  
1940 Harrison Street, Suite 101  
Hollywood, Florida 33020

4. The parties agree that any additional references in the Agreement to "Broward County Cultural Affairs Division" are hereby amended to read as "Broward County Cultural Division." The parties agree that all references in the Agreement to "COUNTY's Cultural Affairs Division," are hereby amended to read as "COUNTY's Cultural Division." The parties agree that all references in the Agreement to "Cultural Affairs Division," are hereby amended to read as "Cultural Division." The parties agree that all references in the Agreement to the "Broward Cultural Affairs Council" are hereby amended to read as "Broward Cultural Council."
5. The parties agree that the recitals set forth above in this First Amendment are true and correct and are hereby incorporated herein by reference in accordance with the provisions in Article 1, "Recitals," of the parties' Agreement.
6. The parties agree that the preparation of this First Amendment is a joint effort of both parties in accordance with the provisions of Section 11.14 of the parties' Agreement.
7. The parties agree that multiple copies of this First Amendment may be executed by the parties, each of which shall be deemed to be an original in accordance with Section 11.20 of the parties' Agreement.
8. The parties agree that this First Amendment shall be effective upon complete execution by both parties. Except as otherwise specifically amended, the terms and conditions contained in the parties' original Agreement dated December 16, 2002, including its attached exhibits, not otherwise consistent with this First Amendment shall remain in full force and effect. This First Amendment shall be deemed part of the parties' Agreement.

FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF HOLLYWOOD FOR YOUNG CIRCLE ARTSPARK - COUNTY RLI # 071701-RB

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same, and the City of Hollywood, signing by and through its Mayor, duly authorized to execute same.

ATTEST:

R. [Signature]  
Broward County Administrator, as  
Ex-officio Clerk of the Broward County  
Board of County Commissioners



Insurance requirements  
approved by Broward County  
Risk Management Division

By May M. Meister (1-31-05)  
Signature (Date)

COUNTY

BROWARD COUNTY, by and through its  
Board of County Commissioners

By [Signature]  
Mayor

12<sup>th</sup> day of APRIL, 2005

Approved as to form by  
Office of the County Attorney  
SHARON L. CRUZ, Interim County Attorney  
Broward County, Florida  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7800  
Telecopier: (954) 357-7641

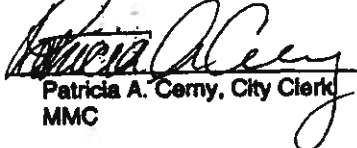
By Andrea S. Froome (1-31-05)  
ANDREA S. FROOME (Date)  
Assistant County Attorney

FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF HOLLYWOOD FOR YOUNG CIRCLE ARTSPARK - COUNTY RL# 071701-RB

CITY

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

ATTEST:


  
Patricia A. Cerny, City Clerk  
MMC

Approved as to form and legality for the use and reliance of the City of Hollywood, Florida, only:

By   
Daniel L. Abbott, City Attorney

By   
Mara Gluffanti, Mayor

~~6th~~ day of January 2005

Approved by:   
Cameron D. Bensen,  
City Manager, or his designee,  
Director of Parks, Recreation  
and Cultural Arts

R-2007-350  
10-17-07

**SECOND AMENDMENT TO AGREEMENT**

**Between**

**BROWARD COUNTY**

**and the**

**CITY OF HOLLYWOOD**

**for**

**YOUNG CIRCLE ARTSPARK**

**(COUNTY RLI # 071701-RB)**