

**EXHIBIT E**

**PROPOSED**

**THIRD AMENDMENT TO AGREEMENT**

**Between**

**BROWARD COUNTY**

**and the**

**CITY OF HOLLYWOOD**

**for**

**YOUNG CIRCLE ARTSPARK**

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

THIRD AMENDMENT TO AGREEMENT

Between

BROWARD COUNTY

and the

CITY OF HOLLYWOOD

for

YOUNG CIRCLE ARTSPARK

(COUNTY RLI # 071701-RB)

This Third Amendment to Agreement ("Third 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 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, the City of Hollywood was selected by Broward County, based on its proposal, to finance, develop, and operate a Cultural Center (an "ArtsPark") in Young Circle Park in Hollywood's city limits; and

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 an ArtsPark in Young Circle Park 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 ArtsPark ("Agreement"); and

Broward County/City of Hollywood

Young Circle Artspark

WHEREAS, the CITY further agreed in the Agreement to spend additional monies to operate the 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, the COUNTY and the CITY entered into a First Amendment on April 12, 2005, 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, on November 13, 2007, the parties entered into a Second Amendment to extend the time from December 16, 2007, to December 16, 2010; and

WHEREAS, the parties further desire to 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 the Agreement by attaching Exhibit "A" (as amended) and Exhibit "B" (as amended) which are made a part hereof and incorporated herein by reference.
2. The parties agree that the recitals set forth above in this Third 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.
3. The parties agree that the preparation of this Third Amendment is a joint effort of both parties in accordance with the provisions of Section 11.14 of the parties' Agreement.
4. The parties agree that multiple copies of this Third 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.

5. The parties agree that this Third 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, the parties' First Amendment dated April 12, 2005, the parties' Second Amendment dated November 13, 2007, not otherwise consistent with this Third Amendment shall remain in full force and effect. This Third Amendment shall be deemed part of the parties' Agreement.

*(The remainder of this page is intentionally left blank.)*

*Coding: Words in ~~struck-through~~ type are deletions from existing text. Words in underscored text are additions.*

IN WITNESS WHEREOF, the parties hereto have made and executed this Third 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.

COUNTY

BROWARD COUNTY, by and through its Board of County Commissioners

ATTEST:

\_\_\_\_\_  
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  
Office of the County Attorney  
JEFFREY J. NEWTON, County Attorney  
Broward County, Florida  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

Insurance requirements  
approved by Broward County  
Risk Management Division

By \_\_\_\_\_  
Authorized Signature (Date)

By \_\_\_\_\_  
ANDREA S. FROOME (Date)  
Senior Assistant County Attorney

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

CITY

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

ATTEST:

By \_\_\_\_\_  
Peter Bober, Mayor

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

\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

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

Approved by:

By \_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Cameron D. Benson,  
City Manager, or his designee,  
Director of Parks, Recreation  
and Cultural Arts

ASF:dp  
Hollywoodartspark.am3-[06-10-09]  
06/10/09  
#05-110.21

EXHIBIT A – ("As Amended")

PROJECT SCOPE OF SERVICES

I. Project Title: ~~Young Circle ArtsPark~~ at Young Circle

II. Scope of Project:

A. CITY shall develop an ArtsPark using the existing ~~41.45~~ 10.25 acres known as Young Circle Park located in the downtown area of Hollywood. The ArtsPark will include at a minimum the following components which are more clearly described in Attachment A-1, which is incorporated herein to the extent it does not conflict with any provision of this Exhibit A or the remainder of this Agreement.

A The Cultural Center will consist of facilities for performance and visual arts. It will include a Visual Arts Building and a Performing Arts Amphitheater which has ~~28,130~~ 13,281 interior gross square feet ("GSF") and 5,440 exterior gross square feet of adjacent public spaces, including outside plazas and courtyards.

~~The interior of the center shall have a fully equipped metallurgy metal workshop studio of 400~~ 366 net square feet, a glass working studio of ~~800~~ 781 net square feet ("NSF") (not including furnace alcove and covered work area), a high-bay artist and teaching studio of ~~600~~ 650 net square feet, an exhibition gallery lobby of ~~2,400~~ 1,700 net square feet and 930 net square feet of support spaces such as storage and restroom facilities. ~~The cultural center~~ Visual Arts Building will also have a highly flexible dance studio with ~~1,500~~ 1,430 net square feet and an ~~administration area for office space, box office and general support for 750~~ of 130 net square feet.

~~In addition, the Cultural Center will provide: two state-of-the-art theaters.~~

~~One will be a~~ A new outdoor amphitheater with a 60 feet by 40 feet stage which will face out toward a grass-covered area accommodating 2,000 plus people for standing and/or lawn seating. The amphitheater will have a cantilevered overhang providing protection from inclement weather and where Temporary seating for up to 500 350 people can be established will be available on a concrete apron in front of the stage.

~~The second theater will be~~ A future component will consist of a highly flexible black box theater which will accommodate up to between 200 - 300 people depending upon the type and size of the visual or performing event. This theater will have a net square foot space of 3,000.

Both ~~The amphitheaters~~ will share ~~have~~ backstage areas for loading, receiving, storage, technical support and dressing room facilities which have a net square foot of ~~5,000~~ 2,000.

The ArtsPark, excluding the Cultural Center ~~Visual Arts Building and the Performing Arts Amphitheater~~, shall have one or more water features, a play area for children, several areas for the display of sculpture and other three dimensional works, several designated outdoor performance areas, with one located in the children's area and parking within the ArtsPark area of ~~45~~ 10 parking spaces, ~~including 8 spaces~~ for short-term and handicapped parking near the lobby entrance.

...

6. Operate and manage the ArtsPark to provide ~~permanent~~ performance and teaching facilities for professional dance and theater companies, including ~~without limitation, at the black box theater,~~ the full-size amphitheater stage with use of the wings, dressing rooms (~~core and principals~~), ~~full scale,~~ sound, light, and projection, loading dock, ~~covered seating,~~ and the rehearsal areas.

...

V. Requirements for Operation of the ArtsPark

...

- G. CITY shall operate the Cultural Center's Cultural Activities with a staff of professional artists or by utilizing:
  1. CITY's Parks, Recreation & Cultural Arts administrative staff, curators, artistic directors, and classroom instructors.
  2. The administrative staff, artistic directors, and classroom instructors of visual and performing arts organizations residing in Broward County.
- H. Literature promoting concerts, performances, exhibits, and classes held at ~~All publications, media productions, and exhibit graphics concerning the~~ ArtsPark shall include the COUNTY's logo and the following statement in the same size, type, style, and location as credit to CITY or other funding contributor to the Project:

~~"This Project is~~ ArtsPark at Young Circle funded in part by ~~Broward County through the Broward County Board of County Commissioners with proceeds from~~ the 2000 Broward County Safe Parks and Land Preservation Bond Issue"

- I. CITY shall provide to Contract Administrator for review and approval, in a timely manner and before the fact, any desired construction modifications or changes to the ArtsPark contemplated to be made after completion of the design and construction of the Project.
- J. In addition to those activities specified in Section 2.6, the Cultural Activities shall, as a minimum, include the following, which shall be promoted countywide by the CITY:
  - 1. Resident ~~d~~Dance & and theater performances ~~companies~~
  - 2. Regional festivals. There shall be at least four (4) festivals annually.
  - 3. Sculpture garden.
  - 4. Visual arts exhibitions throughout the year.
  - 5. Performing arts throughout the year.
  - 6. Arts instruction for children and adults, including visual arts, performing arts, and scholarships for low income youth. Classes will be offered throughout the year.
  - 7. After school programs which shall be offered throughout the school year.

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## YOUNG CIRCLE ARTSPARK

The ARTSPARK in Young Circle in ~~d~~Downtown Hollywood is a "partnership" between the City of Hollywood and the Broward County Board of County Commissioners. It will provide unique opportunities for County residents and visitors to participate in the visual and performing arts.

**PARTICIPATING IN THE VISUAL ARTS.** Residents and visitors will enjoy ARTSPARK visual arts and crafts programs as participant, student, or observer.

\* **METAL WORKING** A fully equipped ~~metallurgy~~ metal works studio, ~~foundry, classroom, and an exterior viewing area~~ will be used by artists for the creation of sculpture and other small works in metal. Classes in small metalworking for avocational students; master classes for professional artists; and learning opportunities for school children, will make the ARTSPARK ~~metallurgy~~ metal works studio a unique addition to the cultural infrastructure of the area. 400 366 NSF

\* **GLASS WORKING** For the creation and teaching of glassblowing and glasswork, a ~~three-room~~ glass studio will be available. The primary glass studio and classroom will have two furnaces with glory holes and vented hoods. ~~and A cold grinding room and a sandblasting room~~ will provide artists with space and equipment not easily found in the region. ~~Similar to the public viewing area for the metalworking studio,~~ sStudents, casual park visitors, and tour groups will be able to observe glass artists and artisans at work from a covered exterior space. 800 2,300 NSF

\* **STUDIO ARTS & ARTIST RESIDENCIES** A high-bay artist and teaching studio will create some of the ARTSPARK's most interesting opportunities. With a 20' clear space height, ~~observation catwalks,~~ and visibility from the exterior of the building, the high-bay can host artists-in-residence creating large-scale works, and provide teaching areas for studio art classes in painting, watercolor, and drawing. Park visitors can view all activity in the high-bay studio from the outside ~~courtyard.~~ 600 650 NSF

\* **EXHIBITION** A highly flexible gallery and exhibition lobby space, with ~~state-of-the-art~~ lighting, climate control and security systems, will be the focal point for public viewing of works by ARTSPARK artists, students, and others. ~~It will have controlled access from both the main lobby space and the exterior courtyard, so that it can be used distinctly from performance activity.~~ Moveable wall display systems and a high degree of finish will create a quality space appropriate for the display of fine art. 2400 1,700 NSF

\* **SUPPORT** The visual arts program areas will be supported by storage and restroom facilities of sufficient size and number to accommodate artists, students, and visitors. **930 NSF**

\* **THEATER** The ARTSPARK will provide ~~two~~ a state-of-the-art facilities performing arts amphitheater for the presentation of drama and musical theater.

The main amphitheater stage, appropriate for larger and small scale productions, has a stage 60' wide by 40' deep, with large wing spaces on stage right and stage left. Although it will not have fly loft, it will be able to accommodate, with built-in sound and lighting systems, a wide range of theatrical presentations. The amphitheater stage faces out to a grass-covered area accommodating 2000+; including space for ~~500~~ 350 seats ~~under a cantilevered overhang providing protection from inclement weather on a concrete paved apron.~~ Grading of the seating area will ensure excellent sight lines for the entire audience. ~~3360~~ 5,000 NSF

A Space will be allocated for a future black box theater, accommodating up to 300 people, will to provide a flexible space for drama. Its lighting, staging, and seating systems will create a highly adaptable space appropriate for theatrical events from "one man person shows" or "one woman shows" to medium-sized ensembles. It can also be used as a teaching space for acting, movement, and other classes, along with master classes and lectures. ~~3000~~ NSF

The ~~joint~~ backstage areas will provide loading, receiving, storage, technical support, and dressing room facilities of sufficient size and quantity to accommodate performers. Dressing rooms will ~~accommodate 24 performers and include showers, restrooms, and make-up stations.~~ Utilizing storage and other areas on a temporary basis can provide additional dressing room areas. ~~5000~~ 2,000 NSF

Impromptu performance sites will be designed into the park's outdoor environment. They can be used for "one man shows" or "one woman shows," mimes, puppetry, and other events appropriate for an informal outdoor setting. A special children's play and learning area will be constructed close to the visual arts complex. **NSF TBD** Prior to commencement of construction, the new square footage shall be determined by prior written approval of the County's Contract Administrator and the City Manager.

\* **MUSIC** The ARTSPARK's performing arts amphitheater stage will accommodate an extraordinary range of musical events, from solo performer to full symphony orchestra. ~~The black box theater will be an excellent venue for jazz in a "club" setting, world music, recitals, and chamber ensembles.~~

~~A portable seating system will be installed to provide seating for the 500 persons under the cantilevered overhang. When not in use, the area will be a grassy lawn suitable for general park uses.~~ The amphitheater's ~~covered~~ adjacent paved and lawn seating area will be designed to allow gating for ticketed events requiring earned income support. A ~~state-of-the-art~~ sound system will be available for amphitheater concerts, ensuring that audience members throughout the park can enjoy the performances.

~~The amphitheater and the black box can be used simultaneously because of acoustical isolation and backstage design elements that minimize mutual interference.~~

\* **DANCE** A highly flexible dance studio with sprung flooring, barres, and mirrors, will provide dance rehearsal and teaching space. In addition, both the performing arts amphitheater and the black box can be used for rehearsals and performances of ballet and dance. The dance studio is useable for lobby and public reception functions, as well. 1500 1,430 NSF

~~\* **PUBLIC EVENTS** ARTSPARK lobby areas include covered, air-cooled patio spaces, and parts of the dance studio and other circulation areas in the immediate vicinity of the black box theater. These will provide intermission space, and include concession and box office areas, public restrooms, and other functions for performances. The number of restroom fixtures exceeds code requirements for a facility of this size. 660 INTERIOR NSF (plus 1500 NSF covered plaza area)~~

~~The dance studio can also be used as a public reception area for non-performance events, and, when combined with the adjacent black box and gallery, becomes a valuable community event site of almost 7000 NSF. Access from the outside is from a driveway/porte cochere, or from the park itself. A lobby bar can serve the main outside courtyard through an exterior wall opening.~~

\* **ADMINISTRATION** The ARTSPARK complex will include limited office space for management, box office, and general support. 750 130 NSF

**TOTAL INTERIOR PROGRAM SPACES: 49400 10,057 NSF**

**INTERIOR PROGRAM SPACES NSF X 1.45 FACTOR: 28130 14,582 GSF**

\* **EXTERIOR ADJACENT PUBLIC SPACES** Other spaces for public events include outside plazas and courtyards between and surrounding the amphitheater performing and visual arts buildings, entryways, porte cochere, etc. **5,440 5,000 GSF**

Approximately 45 10 parking spaces will be built within the ARTSPARK perimeter, ~~8 of which will be~~ for short-term and handicapped parking near the lobby entrance.

**Covered Adjacent Public Spaces: 5440 3,660 GSF**

**TOTAL PROGRAM SPACES (including enclosed building space and covered adjacent public space) : 33570-18,242 GSF**

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**EXHIBIT B – (“As Amended”)**  
Schematic Architectural Design  
(See attachments for Exhibit B.)