

**INTERLOCAL AGREEMENT AND LEASE – CITY OF HOLLYWOOD, FLORIDA
AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA FOR
THE McNICOL COMMUNITY ADMINISTRATIVE CENTER**

THIS AGREEMENT is made and entered into as of this 18 day of June, 2002 (Effective Date) by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as “SBBC”),

a body corporate existing under the laws of the State of Florida,

whose place of business is

600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

CITY OF HOLLYWOOD, FLORIDA

(hereinafter referred to as “CITY”)

a municipal corporation

whose place of business is

2600 Hollywood Blvd., Hollywood, Florida 33020

WHEREAS, SBBC is the controlling body of the Public Schools of Broward County, Florida, and does own certain school sites and other real estate parcels located in the City of Hollywood, Broward County, Florida, hereinafter referred to as “school grounds”; and

WHEREAS, by reason of the heavy demands existing in the CITY as a result of the increase of the population of school children, SBBC is required to expend all of the available money for the operation of classrooms and thus is greatly limited in funds which can be made available for the development and improvements of the school grounds and administrative offices; and

WHEREAS, SBBC, owns a parcel of land within the CITY formally known as the McNicol Middle School Administration Building, now to be known as the McNicol Community Administrative Center and described in Exhibit “A”; and

WHEREAS, pursuant to Resolution No. ~~2002-198~~ Exhibit “B”, adopted on June 19, 2002, the CITY Commission of the CITY authorized the CITY to enter into this agreement; and

WHEREAS, pursuant to the provisions of this agreement, SBBC will be providing the CITY a long-term lease for the McNicol Community Administrative Center and appurtenances thereto for a period of forty (40) years; and

WHEREAS, the CITY and SBBC actively support and endorse the concept of providing a multipurpose recreational facility that will meet community needs and provide linkage between the school system, the CITY, and numerous civic and community groups. The goal of this plan is to: 1) provide a multipurpose recreational facility for the delivery of educational, recreational and community services; 2) increase the accessibility and availability of those services; and 3) eliminate duplication and separation of facilities; and

WHEREAS, the CITY and SBBC, wish to enter into this Agreement pursuant to Section 163.01, Florida Statutes for the purpose of delineating the responsibility for the planning, remodeling, equipping, funding, and operation of the McNicol Community Administrative Center; and

WHEREAS, CITY and SBBC are willing to expend certain funds for the restoration and upgrades to the McNicol Community Administrative Center which includes Building 'A' and Building 'B', the Phone Systems, Meeting Rooms, Community Center, Air-Conditioning Systems, and a Covered Walkway as described in the Project Scope attached as Exhibit "C"; and

WHEREAS, in addition the CITY has appropriated \$500,000.00 for the construction, renovation, and upgrades aforementioned; and

WHEREAS, SBBC has appropriated \$500,000.00 for the design and construction of the aforementioned project; and

WHEREAS, SBBC will engage a Contractor for the construction of the McNicol Community Administrative Center; and

WHEREAS, CITY and SBBC believe that such an arrangement will be of mutual benefit to all parties and will fill a great need in that area of the community and that cooperation between the parties hereto will result in great benefit to the citizens of the CITY:

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants contained herein, it is hereby agreed by and between the parties hereto, as follows:

ARTICLE 1 - RECITALS

1.01 Recitals. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 –CONDITIONS

2.01 Leased Property. SBBC does hereby lease to CITY areas shown on the Drawings attached hereto as Exhibit "A", and made a part hereof under the terms and conditions hereinafter set forth.

2.02 Lease Term. The term of the lease of said premises is forty (40) years from the date of the execution of this lease agreement by both parties.

2.03 Rental. The rental shall be One Dollar (\$1.00) per year payable to SBBC on the yearly anniversary of the lease agreement.

2.04 Uses Permitted.

(a) The CITY will be allowed to use the McNicol Middle School exterior recreational areas as shown on Exhibit 'A', after normal school hours, and those premises will be controlled by a gate access.

(b) **North Building "A".** This facility will be shared between the CITY and SBBC, however, SBBC events will take precedence over any other events during normal business hours. SBBC shall use North Building "A" for the purpose of administrative offices during normal SBBC business hours. This portion of the building is exclusively for SBBC use and is not a part of this lease document. CITY will use two rooms in the south end of Building "A" for meetings and activities during normal business hours not to conflict with SBBC functions. After normal business hours, North Building "A" two meeting rooms shall be used for the purpose of community meetings or activities. CITY events and/or meetings being held after normal business hours will take precedence over any other events. The SBBC at all times will have exclusive and priority use of the north side of Building "A". The two meeting rooms in Building "A" will be shared with the SBBC and the CITY and each party shall notify the other prior to its use of said space and the party utilizing the space will be responsible for leaving the premises in the same condition as they were when they found them. The CITY's use of the two meeting rooms in Building "A" may include times when school days are scheduled. Such use shall be coordinated between SBBC and the CITY. Hours of operation are as set forth in Section 2.16 herein.

(c) **South Building "B".** The CITY will have complete control of Building "B". The uses and purposes to which CITY shall put said premises shall be a Community Recreational Activities Center under the control of the CITY during its course of operation. The SBBC will have use of the facility based on availability of the CITY's scheduling. Building "B" will have a community meeting room, and could be used in the evenings for an Afterschool Care Program, Dances, and other functions approved by the CITY. Hours of operation are as set forth in Section 2.17 herein.

2.05 Utilities: North Building "A" and South Building "B" will have separate meters for all services. Building "A" utilities will be paid by SBBC. Building "B" utilities will be paid by the CITY.

2.06 Conflict of Uses. The uses of said premises by CITY shall be as set forth in Section 2.04 above and the uses shall not conflict in any way with the use of said property by SBBC in its Public Education Program, and the use of said property by CITY shall at all times be in compliance with the laws of the State of Florida concerning the use of school property.

2.07 Recreational Improvements. The location of any and all recreational improvements to be placed by the CITY on the leased premises shall first be approved in writing by SBBC Deputy Superintendent of Facilities or designee, it being intended that SBBC shall have absolute control over the location of any recreational facilities before they are placed on the leased premises. However, such approval by SBBC shall not be unreasonably withheld. Any recreational improvements placed on said leased premises without the prior written approval of SBBC as to location shall immediately be removed or relocated within ten (10) days of written demand by SBBC unless the parties agree that the recreational improvements should remain whereby this Agreement will be amended to reflect the use and responsibility of the recreational improvements.

2.08 Project Subject to the provisions of this Agreement, CITY and SBBC will plan, design, and develop a project to build a Community/Administration Center, and related support facilities. The SBBC will design and will engage a contractor to construct the Community Center and all other improvements to the sites as described in the Project Scope attached hereto and incorporated herein by reference as Exhibit "C." The SBBC will contract for the design and construction of all the Project Facilities that are shown on Exhibit "E" in their approximate locations, attached hereto and made a part of this Agreement and all design drawings and construction shall be in accordance with the Florida Building Code which may be applicable to the facility or any portion thereof. All design documents shall be approved by SBBC prior to submission to the Department of Education, if applicable. Input into the ongoing design process will also be provided by the CITY. Final "As Built" drawings will be provided to each party.

2.09 Plans SBBC will prepare and the CITY Manager of the CITY of Hollywood, or his/her designee, (hereinafter referred as the Manager) shall review and approve the construction plans for the Project. Plans for the Community Center and appurtenances thereto must meet State of Florida Building Code Requirements. The SBBC shall have ninety (90) days from the first date referred to above, to prepare the plans and submit them to the Manager or his/her designee for review. The CITY shall have forty-five (45) days from receipt of said plans for review and comment. SBBC agrees to obtain all necessary permits and approvals and to contract with a Contractor for the construction of the Project. SBBC will pay all monies due to the Contractor and timely perform all of its obligations under this contract with the Contractor.

2.10 Change Orders In the event a change order is required during the construction of the Project, SBBC shall prior to approving a change order submit the change order request along with all appropriate documentation supporting the request to the CITY for funding approval up to the change order amount indicated on the Project Funds Allocation (PFA) sheet attached as Exhibit 'D', which approval shall not be unreasonably withheld. The response from the CITY shall occur within 20 days of submission. Said funding approval may require CITY Commission approval. All funding obligations of the parties, except change orders are as set forth in Sections 2.11 and 2.12 of this Agreement.

2.11 Funding

(a) The budgeted amount of the Project as of the date of this Agreement is estimated at One Million Dollars (\$1,000,000). The funding sources are identified as (1) \$500,000.00 from the SBBC Capital Budget Funding Program, and (2) \$500,000.00 from the CITY.

(b) As set forth in Section 2.09, SBBC shall be solely responsible for all contractual obligations to the Contractor hired to construct the project.

(c) The budgeted amount of the construction, renovation and upgrades for the "McNicol Community Administrative Center Project" (South Building "B") consisting of the Community Center, Air-Conditioning units, Phone System, Meeting Rooms, Covered Walkways and Improvements as more specifically described in Exhibit "C" are being funded by the CITY through its 2002 Capital Improvement Plan. The CITY's obligations shall only be for 50% of the actual cost of the aforementioned improvements, which may be less than \$500,00.00, however, CITY's obligation shall not be more than \$500,000.00, except as provided in Section 2.11d.

(d) In the event that either party determines there are additional improvements and costs to that portion of the Project that benefits the requesting party, the requesting party may provide such additional funding towards those improvements. The requesting party shall notify the other party prior to any additional improvements being made. Either party will not withhold approval of reasonable improvements after review. The non-requesting party shall not be responsible for the funding and costs to the additional improvements except as provided in Section 2.10.

2.12 Procedures for invoicing and payment

(a) SBBC is responsible for the costs of design and construction of the Project and shall directly pay the Contractor(s). SBBC is solely responsible for all financial obligations/payments to the Contractor(s) for this project not to exceed \$1,000,000.00, except as provided in Section 2.10. Payments to the Contractor(s) are to be determined by SBBC and the Contractor(s).

(b) CITY is only responsible for its financial obligations for this Project as set forth in Section 2.11 above.

(c) SBBC shall submit an invoice(s) along with documentation verifying completion of the work for the upgrades and improvements of the project set forth in Exhibit "C" to the CITY after the Project has been completed in each of four (4) segments as follows:

Twenty-five Percent (25%) of the total budget to include design and construction contract payment set forth in Section 2.11 above after completion of Twenty-five Percent (25%), Fifty Percent (50%), Seventy-Five Percent (75%) and One Hundred Percent (100%) of the Project's development, minus the retainage amount described in Section 2.12 (c) below. The amounts withheld, including retainage, shall not be subject to payment of interest by CITY when paid within 60 days.

The final invoice must be received no later than sixty (60) days after the final Certificate of Occupancy is issued. Invoice shall designate the nature of the services performed and/or the expenses incurred. SBBC agrees that it shall allocate no more than Twelve Percent (12%) of the total CITY payment to the Project's architectural/engineering costs.

(d) Documentation as required in Exhibit "C" must accompany any request for payment. Invoices should be certified by Project Manager/SBBC's authorized official.

(e) CITY shall retain Ten Percent (10%) of its share of the Project amount until the Project is completed pursuant to this Agreement and the attached Exhibits. The retained amount shall be paid to SBBC in the same manner and under the same conditions and requirements as those for the final payment of the Project amount.

(f) Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which

has not been remedied or resolved in a manner satisfactory to the Contract Administrator. The amount withheld shall not be subject to payment of interest by CITY.

(g) If it becomes necessary for CITY to demand a refund of any or all funds paid to SBBC pursuant to this Agreement, SBBC agrees to remit said funds to CITY within sixty (60) days after notification by CITY of the reason for the demand for repayment. If not returned within sixty (60) days SBBC, understands and agrees that any further SBBC requests for funding, as to this or any other program under CITY's Administration, may be denied until the funds have been returned.

(h) This Agreement strictly prohibits the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

(i) SBBC shall submit copies of invoices to the CITY for services rendered and purchases made by the SBBC after completion of 25%, 50%, 75% and 100% of the project development. Additionally, SBBC shall furnish a description of all construction improvements at the site of the Project that has been completed or are currently being worked on.

(j) The invoice shall show that SBBC has verified the services rendered or materials furnished.

(k) Upon receipt of statements described herein, the CITY shall review such statement including supporting documentation to determine whether the items for which the invoices submitted have been completed or received, and whether that the invoices have been paid by the SBBC. Upon approval by the CITY shall authorize the payment to the SBBC within 60 days.

(l) Upon receipt of a statement as described herein, the CITY shall make a site visit to determine whether the items for which the invoices are submitted has been completed or received. Upon approval, of the CITY shall authorize the payment to the SBBC.

(m) The CITY shall complete the review and site visit to verify such statements submitted by the SBBC in accordance with Paragraphs (i) and (j) above within thirty (30) days of receipt of said statement. The payment to the SBBC shall be delivered within thirty (30) days thereafter. Payment shall be made no later than 60 days of an invoice submission.

(n) Prior to final payment to the SBBC, the CITY shall have the right to inspect all components of the Project for final acceptance.

2.13 Bond Before the commencement of the Project, the SBBC shall require the engaged Contractor to furnish a surety payment and performance bonds that guarantees the completion of the Project and the performance of the work necessary to complete the Project; as well as, full payment of all suppliers, materialmen, laborers or subcontractors employed to provide services to complete the Project. The Contractor agrees to deliver a copy of the surety bonds to the SBBC. Such bonds shall remain in effect for one (1) year after completion of the Project. The Contractor will cause the correction of any defective or faulty work or materials that appear after completion of the Project within the warranty period of such work performed.

2.14 Timetable (McNicol Community Administrative Center Project) SBBC agrees that it will obtain all of the necessary permits and commence construction of the Project within ninety (90) days of the Effective Date referred to above of this agreement and will complete construction within nine (9) months after the bid process approval. In the event that construction is not commenced within one hundred eighty days (180) days of the Effective Date of this Agreement, CITY shall have the right to terminate this Agreement without further obligation or liability.

2.15 Termination of Lease

(a) It is specifically agreed between the parties hereto that at any time SBBC desires to cancel and/or terminate this entire lease or any designated portion of the leased area which SBBC determines is needed exclusively for school building purposes or for any other school purposes, it shall have conclusive right to do so. In the event SBBC so elects, CITY shall be given ninety (90) days' written notice prior thereto and in the event of

D.A.

cancellation, SBBC shall reimburse CITY for 50% the depreciated value of the project not to exceed \$500,000.00 of the CITY funded improvements. In the event the parties hereto cannot mutually agree on said value, same shall be appraised by two (2) appraisers; one selected by SBBC; one selected by CITY.

(b) In the event of such appraisal of the value, the average of the two (2) appraisers shall be the amount SBBC shall pay. It is further agreed that SBBC shall be obligated to pay the fee of the appraiser selected by SBBC; CITY shall be obligated to pay the fee of the appraiser selected by CITY.

(c) CITY shall likewise have the unqualified right of cancellation of this lease, in whole or as to any designated portion or area of property subject hereto upon ninety (90) days written notice of cancellation to SBBC. If, upon cancellation by CITY, the SBBC wishes to purchase CITY installed recreational fixtures and/or construction improvements, then CITY shall sell the same to SBBC at a mutually agreed price. However, if CITY and SBBC cannot mutually agree upon such a price (the value of the property to be purchased) then the appraisal method, above-described in Section 2.15 (a) and (b) hereof, shall be used to arrive at a binding price.

2.16 Maintenance

(a) North Building "A" shall be maintained on a daily basis by the SBBC which will include all interior space to be cleaned and all repairs performed in a timely manner. The CITY will be responsible for any known damages done to Building "A", as a result of CITY's use of the premises during the time of its use or during scheduled CITY functions. The SBBC must notify the CITY within 72 hours after the CITY's use of the premises that such damages have been caused and it is ascertained that such damages arose from the CITY's use. The SBBC will provide the CITY with an estimate of damages and upon approval from the CITY will commence the repairs and bill the CITY for said damages. The CITY and the SBBC will make immediately hazardous repairs within 24 hours and all other repairs within a reasonable time.

(b) South Building "B" shall be maintained by the CITY for daily cleaning. In the event that SBBC determines that repairs are necessary to Building "B", SBBC shall notify of CITY of the required repair work and the CITY will determine whether it will complete the repairs or approve having the SBBC complete the repairs. If SBBC is approved to complete the repairs, then any repairs exceeding \$1,500.00 will be billed to the CITY at fifty percent (50%) of the costs incurred. It shall be the responsibility of CITY to keep the recreational grounds herein leased clean, sanitary and free from trash and debris, and the SBBC shall cut and mow all exterior recreational grounds to prevent unsightly accumulation of weeds and other vegetation. Upon failure of CITY to comply with the provisions of this section, SBBC shall give written notice to CITY of such failure to comply, by Certified Mail, Return Receipt Requested. If, after a period of ten (10) days of such mailing, CITY has not commenced to complete the cleaning of said recreational area, SBBC shall have the right to enter upon the premises, remove trash and debris from the area, and charge the CITY the cost to SBBC for such services. Billing for trash and debris removal shall be on a per-cleaning basis and shall be due and payable within thirty (30) days after receipt of said billing by CITY.

(c) Notwithstanding any of the provisions of the foregoing paragraph, the parties further agree that CITY, in addition to the above, will clean up the premises after each and every event it sponsors, and SBBC will be responsible to clean after each and every event it sponsors.

2.17 Hours of Operation: North Building "A" North End of the building will operate Monday through Friday, 6:00 AM to 7:00 PM. South Building "B" under the control of the CITY and will operate Monday through Friday 8:00 AM to 10:00 PM for community and recreational activities. On Saturdays, Sundays, and School Holidays, the CITY may schedule activities accordingly, provided there are no McNicol Middle School programs taking place on school grounds. The Administrators for the SBBC and the CITY will provide a monthly, "Schedule of Activities" for the two meeting rooms for the south portion of Building "A".

2.18 Ownership of Improvement at Lease Expiration. It is the intent of the parties to renew or extend this agreement at its expiration, assuming that the roles they serve in the community are consistent with their roles at the commencement of this agreement. In the event the roles of the parties have changed, all permanent recreational facilities shall become the property of SBBC and CITY shall have the right to remove all moveable (non-permanent) recreational facilities. However, SBBC shall reimburse the CITY within one hundred twenty (120)

days of expiration of this Agreement for the recreational facilities at the fair market value at the time of expiration of the lease.

2.19 Indemnification. To the extent permitted by law, each party agrees to be fully responsible for its own acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

ARTICLE 3 – GENERAL CONDITIONS

3.01 No Waiver of Sovereign Immunity. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

3.02 No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

3.03 Non-Discrimination. The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

3.04 Records. Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

3.05 Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.06 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.07 Preparation of Agreement. The Parties acknowledge that they have sought and obtained whatever competent advise and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.08 Waiver. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

3.09 Compliance with Laws. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.10 Governing Law. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and

any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.11 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.12 Assignment. Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.13 Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.14 Place of Performance. All obligations of SBBC and the CITY under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.15 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.16 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Executive Director Facilities Management Planning & Site Acquisitions The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
To CITY:	Director, Dept. of Parks, Recreation and Cultural Arts City of Hollywood 1940 Harrison Street, Ste 101 Hollywood, Florida 33020
With a Copy to:	City Attorney 2600 Hollywood Blvd., Room 407 Hollywood, Florida 33020

3.17 **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.18 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By Robert D. Parks
Dr. Robert D. Parks, Chairperson

ATTEST:

Franklin L. Till, Jr.
Superintendent of Schools

Approved as to Form:

[Signature]
School Board Attorney

FOR CITY

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

ATTEST:

Patricia A. Cerny
Patricia A. Cerny, CMC/A&E

By: Mara Giuliani
Mara Giuliani, Mayor

Approved as to Form & Legality
for the use and reliance of the
City of Hollywood, Florida, only.

Daniel L. Abbott
Daniel L. Abbott, City Attorney

Approved: [Signature]
Cameron Benson, ~~Interim~~ City Manager
or his designee, Director of Parks,
Recreation and Cultural Arts

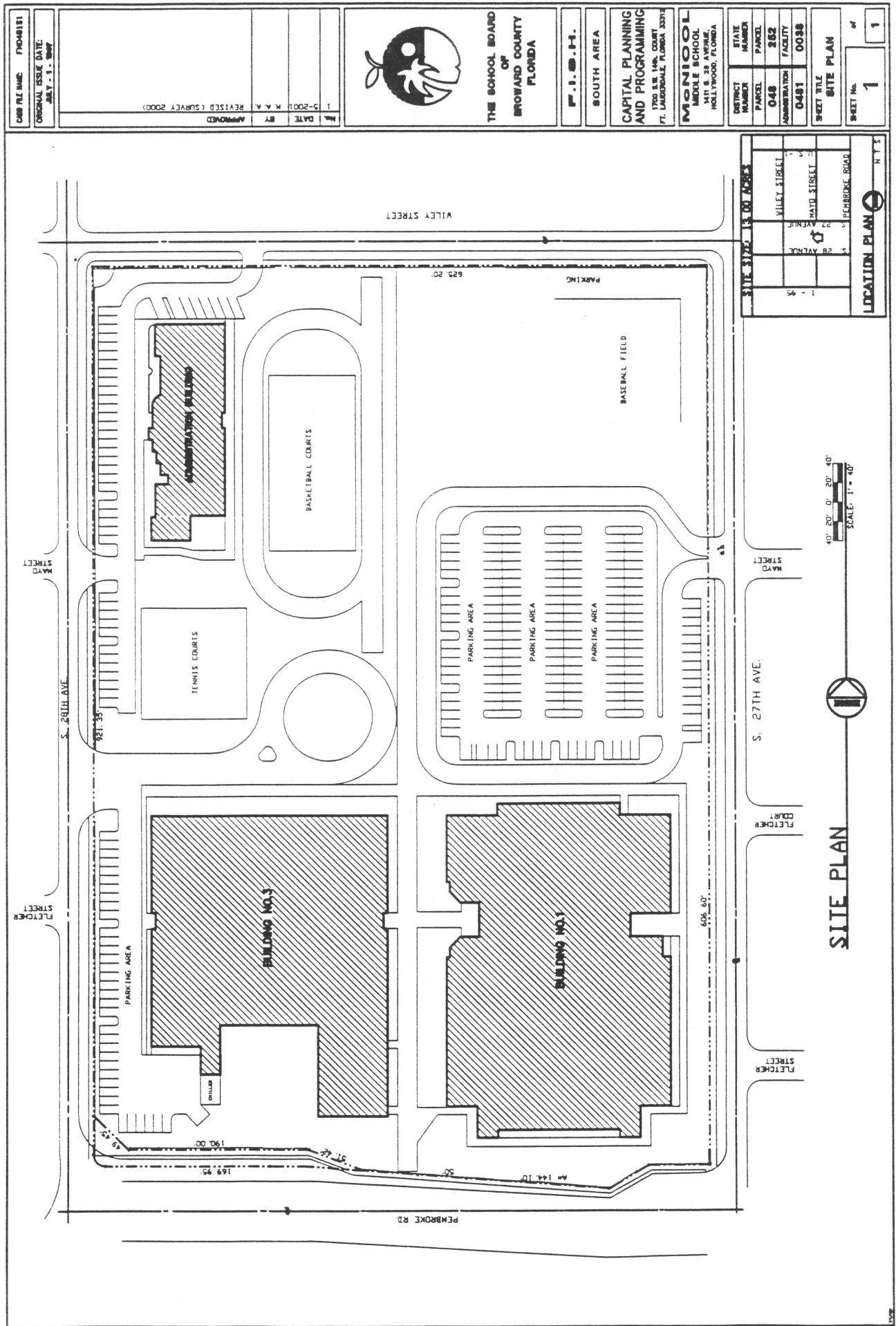


EXHIBIT B

CITY OF HOLLYWOOD RESOLUTION PENDING APPROVAL

JUNE 19, 2002

The School Board of Broward County, Florida

**Professional Services Agreement
ATTACHMENT 2:**

PROJECT SCOPE

Project No: ⁰⁴⁸²⁻0481-22-01
Project Title: Remodeling and Renovations
Facility Name: McNicol Middle/Old Administration & Home Economic Bldgs.

The following design services will be provided by the Project Consultant as a normal part of its Basic Services for the Project listed above:

Item	Discipline	Special Description (if any)
	The Project Scope is as per the attachment prepared by Architecture, Inc. dated January 7, 2002 and submitted by Chris Sable	

- Coordination of new alarm system with school board requirements.
 - Provision of design of exterior site lighting as required.
 - Address possible design strategies to resolve vandalism issues and pigeon infestation problems.
7. Per discussion, it was agreed that there shall be no new roof work required as part of this project.
 8. The FLCC for this project was disclosed as \$700,000. The agreed architectural and engineering fee for this project is \$59,500.00.

The above represents my understanding of matters discussed, and conclusions reached as part of the fee negotiation meeting. If this does not meet with your recollection, please advise in writing.

Submitted by:



Date: January 7, 2002

Chris Sable, AIA
Principal

C.C.:

Mr. Bob Goode

SBBC

765-6079

Mr. Dennis Herrmann

SBBC

765-6088

Mr. Jerry Linkous

SBBC

765-7064

EXHIBIT 2

LETTER OF INTENT/CITY OF HOLLYWOOD



CITY of HOLLYWOOD, FLORIDA

Cameron D. Benson
Interim City Manager

May 24, 2002

Lee Stepanchak, Executive Director
Facility Management, Planning and Site Acquisition
The School Board of Broward County
600 S.E. 3rd Avenue
Fort Lauderdale, FL 33301

Re: McNicol Community and Administration Center – Lease and Use Agreement

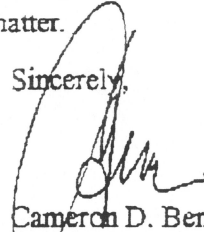
Dear Mr. Stepanchak:

This letter is to inform you that, subject to approval by the School Board of Broward County at its upcoming June 18, 2002 meeting, the agreement between the City of Hollywood and the School Board of Broward County for the lease, renovation, and use of buildings and facilities on the McNicol Middle School campus will be brought before the Hollywood City Commission for approval at its June 19, 2002 meeting.

The City looks forward to working with the School Board on another joint effort that will benefit our community. Should you have any questions, please do not hesitate to contact David Flaherty, Director of the Department of Parks, Recreation, and Cultural Arts, at (954) 921-3404, or my office.

I thank you for your attention in this matter.

Sincerely,



Cameron D. Benson
Interim City Manager

c: Mayor and City Commissioners
Carol Andrews, School Board Member
✓ David Flaherty, Director, Department of
Parks, Recreation and Cultural Arts
Jack Mathison, Assistant Director, Department
of Parks, Recreation and Cultural Arts
Charles Fink, Manager, Planning, Real Estate and Env. Permitting, SBBC
Jerry Linkous, Project Manager, Facilities and Construction Mgmt., SBBC

OFFICE OF THE CITY MANAGER

2600 Hollywood Blvd. • P.O. Box 229045 • Hollywood, Florida 33022-9045
Phone (954) 921-3201 • Fax (954) 921-3314 • www.hollywoodfl.org

"An Equal Opportunity and Service Provider Agency"

EXHIBIT 3

PROJECTED FUNDS ALLOCATION (PFA)

The School Board of Broward County
Division of Facilities and Construction Management

1/14/02

(954)765-6390

Project Funds Allocation

Facility Name: McNicol Middle	Project Number: 0481 22-01
Project Name: Remodeling/Renovation-Old Administration & Home Economics Buildings	Total Square Feet: 16,650
	Student Stations:
	Student Capacity:

PLANNING PHASE:

Design:

- | | |
|--------------------------------|----------|
| 1. Basic Fees | \$59,500 |
| 2. Construction Management Fee | |
| 3. Supplementary Services | \$5,000 |

Miscellaneous Costs:

- | | |
|-----------------------------------|----------|
| 4. Miscellaneous Consultant, etc. | \$20,800 |
| 5. Land Acquisition | |

Allowances:

- | | |
|------------------------|----------|
| 5. Project Contingency | \$80,700 |
|------------------------|----------|

PLANNING PHASE TOTAL: \$166,000

CONSTRUCTION PHASE:

- | | |
|-------------------------------|-----------|
| 6. Construction Contracts | \$700,000 |
| 7. Construction C.O.'s | \$39,000 |
| 8. Miscellaneous Construction | \$85,000 |
| 9. Telecommunications | |
| 10. Utility Charges | |
| 11. Maintenance Work Orders | \$10,000 |
| 12. Portables | |

CONSTRUCTION PHASE TOTAL: \$834,000

FURNISHINGS:

- 13. Furniture Equipment
- 14. Technology Equipment
- 15. Textbooks
- 16. Library Books
- 17. Audio Visual
- 18. Information Services
- 19. Network Equipment
- 20. Software

FURNISHINGS TOTAL: \$0

TOTAL ESTIMATED COSTS: \$1,000,000