

EXHIBIT H

THIRD AMENDMENT TO THE GROUND LEASE AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF HOLLYWOOD FOR THE HOLLYWOOD PUBLIC LIBRARY

This Third Amendment to the Ground Lease Agreement (“Third Amendment”) is made and entered into between Broward County, a political subdivision of the State of Florida (“TENANT”), and City of Hollywood, a municipal corporation organized and existing under the laws of the State of Florida (“LANDLORD”). TENANT and LANDLORD are referred to individually as a “Party” and collectively referred to as the “Parties.”

RECITALS

- A. In March 2002, the Parties entered into the Interlocal Agreement Between Broward County and City of Hollywood for Development of a Public Library (“2002 ILA”) wherein LANDLORD was required to provide a site for the development of a public library and TENANT agreed to construct a building that would hold a library facility on the first floor, with the LANDLORD reserving the right to construct additional floors in the building.
- B. In addition to entering into the 2002 ILA, the Parties entered into a Ground Lease Agreement (“Ground Lease”) providing that (1) LANDLORD leased to TENANT for ninety-nine (99) years a portion of Landlord-owned property referred to as “City Hall Circle” for the construction of the building contemplated in the 2002 ILA, and (2) LANDLORD provided TENANT with parking and other access.
- C. On November 18, 2003, the Parties entered into the First Amendment to Ground Lease between Broward County and City of Hollywood (“First Amendment”) to establish that fifty-nine (59) of TENANT’s parking spaces be maintained on the LANDLORD’s property in the northwest quadrant of City Hall Circle and to accommodate the pad for three (3) book drop locations on the Premises.
- D. In 2004, the Parties amended the 2002 ILA to specify that TENANT was responsible for constructing (i) the foundation and structure of a one-story building (“Building”) that could accommodate additional stories above it for use by LANDLORD, and (ii) a second story shell on the Building for LANDLORD.
- E. On June 7, 2005, the Parties entered into the Second Amendment to Ground Lease between Broward County and City of Hollywood (“Second Amendment”) to accommodate a Veteran’s Memorial on City Hall Circle.
- F. The Ground Lease, the First Amendment, and the Second Amendment are collectively referred to as the “Lease.”
- G. TENANT constructed the Building including the second story shell, but LANDLORD did not occupy the second floor of the Building.

- H. LANDLORD now desires to build-out and occupy the second floor of the Building.
- I. The Parties desire to enter into this Third Amendment to account for LANDLORD's occupancy of the Building.

Now, therefore, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

- 1. The above recitals are true and correct and are incorporated by reference. All capitalized terms not expressly defined within this Third Amendment shall retain the meaning ascribed to such terms in the Lease.
- 2. Amendments made to the Lease by this Third Amendment are indicated by use of strikethroughs to indicate deletions and underlining to indicate additions, unless otherwise indicated.
- 3. This Third Amendment shall be effective as of the date it is fully executed by the Parties.
- 4. Paragraph 1 of the Lease is hereby amended to add a new Section 1.3 as follows:

DESCRIPTION, TERM AND RENT:

...

- 1.3 TENANT hereby grants to LANDLORD, its agents, officers, employees, and invitees an access license through portions of the first floor of the Building, for ingress and egress, and for access to the second floor of the Building and any additional future expansions to the Building undertaken by LANDLORD ("Access Area"). The areas on the first floor that will be used by LANDLORD (electrical rooms, mechanical room, future generator enclosure, elevators, lobby, stairwells) and the second floor, as particularly described in the attached Exhibit E, and any additional future expansions to the Building are excluded from the Premises and are referred to as "Landlord's Floor." Except as expressly stated in this Third Amendment to the Lease, LANDLORD shall not have any additional rights to the first floor of the Building, including any and all staff rooms, offices, breakrooms, kitchens, meeting rooms, and conference rooms, which shall remain the property of TENANT and be exclusively for the use of TENANT, its employees, agents, and invitees.

5. Paragraph 2 of the Lease is hereby amended as follows:

DEVELOPMENT AND OPERATION:

This Lease is entered into pursuant to an Agreement between LANDLORD and TENANT for Development of a Public Library, attached hereto as Exhibit B (the "Interlocal Agreement"), providing for the construction by the TENANT of a public library building (the "Building") on the Premises. TENANT shall develop and operate the first floor of the Building during the term of this Lease in accordance with the Interlocal Agreement and any amendments thereto. Except for the initial improvements to the shell of Landlord's Floor that have previously been completed by TENANT, Landlord's Floor shall be constructed, developed, maintained, and operated solely by LANDLORD at LANDLORD's sole cost and expense. The Building and all additions, modifications, and alterations thereto, except any modifications, additions, or alterations on Landlord's Floor, shall be the property of TENANT during the term of this Lease.

6. Paragraph 3 of the Lease is hereby amended as follows:

USE OF PREMISES:

- 3.1 TENANT's Use. TENANT may use and occupy the Premises for the construction, maintenance, and operation of a public library in accordance with the Interlocal Agreement and any amendments thereto. TENANT covenants that no nuisance or hazardous trade or occupation shall be permitted or carried on in or upon the Premises. ~~The Parties acknowledge that LANDLORD shall erect a Veteran's Memorial on the site as depicted in Exhibit "A" attached hereto and incorporated herein by reference.~~
- 3.2. LANDLORD's Use. LANDLORD covenants that no nuisance or hazardous trade or occupation shall be permitted or carried on, in, or upon the Premises, including in connection with LANDLORD's construction, development, and operation of Landlord's Floor. LANDLORD further covenants that its construction, development, and operation of Landlord's Floor, and Access Area, will not interfere in any way with TENANT's use of the Premises or the Building or create any interference with any of TENANT's equipment, telecommunications, internet connections, or utilities. If TENANT notifies LANDLORD (providing the factual basis and any documentation related thereto) that LANDLORD or its employees, agents, invitees, contractors, or subcontractors are interfering with TENANT's use of the Premises or Building or interfering with any of TENANT's equipment, telecommunications, internet connections, or utilities, LANDLORD shall cure such interference within twenty-four (24) hours after notice by TENANT, provided however, that TENANT

may elect in its sole discretion to provide LANDLORD, in writing, with additional time to cure such interference. If LANDLORD's interference is not cured within the time period contained herein, as same may be extended by TENANT in writing, TENANT may elect to terminate this Lease, and TENANT shall have no further liability hereunder. Alternatively, TENANT may elect to cure such interference at the expense of LANDLORD and LANDLORD shall reimburse TENANT in full upon presentation of a certified invoice detailing the reasonable costs incurred by TENANT. LANDLORD will reimburse TENANT in full no later than thirty (30) days after the submission of the invoice by TENANT.

3.3 LANDLORD's Construction. LANDLORD shall provide TENANT with advance notice prior to commencing any construction, development, or renovation on Landlord's Floor, including but not limited to core drilling through the second-floor slab, ("Notice of Construction"). LANDLORD shall provide TENANT with Notice of Construction at least forty-eight (48) hours prior to commencing the abovementioned construction. Unless prior written consent is obtained from TENANT, LANDLORD shall perform all construction, development, or renovation activities causing loud noises within or any vibrations to the Building during hours when the Library is closed. LANDLORD shall not take any action during the construction, development, or renovation of Landlord's Floor that may interfere with TENANT's use of the Premises or increase the risk of damage to the Building.

3.4 The Parties acknowledge that LANDLORD constructed the Veteran's Memorial on the Property, as more particularly described in the attached Exhibit D.

7. Paragraph 4 of the Lease is hereby deleted and replaced in its entirety as follows (underlining omitted):

4. UTILITIES AND OTHER SERVICES:

4.1 TENANT's Utilities. Except as otherwise stated herein, TENANT shall be responsible for utilities, services, and expenses for the first floor of the Building, including but not limited to water, sewage, electric, fuel, gas, garbage, telephone, telecommunication, and computer charges. TENANT shall not be responsible for any utilities, services, expenses, or costs related to the elevator, elevator shaft, stairway, dumb waiter, and/or elevator mechanical room located in any part of the Building that exist now or may exist in the future. TENANT and TENANT's employees, invitees, or patrons shall not have access to the elevator mechanical room. In addition, TENANT

shall not be responsible for any utilities, services, expenses, or costs related to Landlord's Floor.

- 4.2 LANDLORD's Utilities. LANDLORD shall be responsible for all utilities, services, and expenses for Landlord's Floor, including but not limited to: all utilities and expenses relating to the elevator, elevator shaft, stairway, dumb waiter, and/or elevator mechanical room located in any part of the Building that exist now or may exist in the future.
- 4.3 Payment of LANDLORD's and TENANT's Utilities. Both LANDLORD and TENANT acknowledge that due to the original design of the Building, it is not feasible to separately meter or submeter LANDLORD's and TENANT's utilities. The cost of LANDLORD's and TENANT's utilities shall be shared between the Parties, split evenly, and read on a monthly basis. LANDLORD shall reimburse TENANT in full upon presentation of a certified invoice detailing the costs incurred by TENANT. LANDLORD must reimburse TENANT in full no later than thirty (30) days after the submission of the invoice by TENANT. One year following the Effective Date of this Third Amendment, TENANT may compare the new monthly usage to historical data and reapportion the percentage of cost between the Parties for LANDLORD's and TENANT's utilities.
- 4.4 First Floor Common Areas and Bathrooms. The lobby, common areas, and bathrooms located on the first floor of the Building currently represents 4.0% of the total net building area ("Lobby/Common Areas"), as indicated in the attached **Exhibit F**. The Parties shall each pay their respective share of the janitorial costs and any maintenance and repair costs related to the Lobby/Common areas, including but not limited to the replacement of any fixtures or property located in the Lobby/Common Areas. The Parties share of janitorial costs and maintenance and repair costs for the Lobby/Common Areas shall be based on each Party's percentage of occupancy in the Building. For illustration purposes: the Building currently consists of two floors, the first floor is currently occupied by TENANT, and the second floor is currently occupied by LANDLORD, making each Party responsible for 50% of the costs of such janitorial costs and any maintenance and repair costs.

LANDLORD's portion of the abovementioned janitorial costs and maintenance and repair costs must be paid to TENANT in full on or before the last day of every month. Upon presentation of a certified invoice detailing such costs incurred by TENANT, LANDLORD shall reimburse TENANT in full no later than thirty (30) days after the invoice is received by the LANDLORD.

- 4.5 Waste Removal. Each Party shall be responsible for its own waste removal and will maintain separate dumpsters.
- 4.6 Pest Control. TENANT shall only be responsible for pest control for the Premises and all associated costs thereto. LANDLORD shall be solely responsible for all pest control related to Landlord's Floor and all expenses associated with such pest control.
- 4.7 Security. LANDLORD shall be solely responsible for any and all security costs related to Landlord's Floor, including but not limited to security cameras, alarms, and security guards. In addition, LANDLORD shall, at its sole expense, provide Security for the Lobby/Common Areas located on the first floor of the Building during the hours outside of TENANT's normal business hours, the adequacy of said security shall be mutually agreed upon by the Parties. While TENANT is not required, TENANT may provide Security for the first floor of the Building during TENANT's normal business hours, which may include security cameras, alarms, and security guards. TENANT shall not be responsible for the share of any security costs outside of TENANT's normal business hours.
- 4.8 Security Access Control. LANDLORD shall install and maintain access control card readers on the elevator and on the exterior door pair located in the common space designated as "Future City Hall Annex Lobby 137" on the attached Exhibit F ("Security Access Control"). TENANT shall retain key based access to the exterior door pair located in the common space designated as "Entrance Lobby Gathering Place 139" on the attached Exhibit F. The Parties acknowledge and agree that either Party may unlock and open the exterior door pairs during LANDLORD's or TENANT's normal hours of operation. LANDLORD shall program the Security Access Control at exterior door pair to be operable in a pass-through mode of operation during TENANT's normal hours of operation. TENANT shall provide LANDLORD with timely notice of any required changes to the Security Access Control.
- 4.9 Generator. LANDLORD, at its sole expense, may install a generator(s) on Landlord's Floor of the Building premises, or on a location mutually agreed upon by the Parties. LANDLORD shall not install a generator or any associated equipment on any portion of TENANT's designated parking spaces, as described in Section 1.2.3 of this Lease. If LANDLORD installs a generator(s), LANDLORD shall, at its sole expense and obligation, be responsible for any and all maintenance, repairs, expenses, and costs related to the installation, performance, and operation of the generator(s). Throughout the

Term of this Lease, the generator(s) shall belong to LANDLORD, and shall be maintained and used at LANDLORD's sole risk and obligation. TENANT shall have no liability or responsibility whatsoever for the generator(s), and shall not be liable for any damage to the generator(s), or any theft, misappropriation, or loss thereof. LANDLORD shall at all times hereafter indemnify, hold harmless and defend TENANT and all of TENANT's current and former officers, agents, servants, and employees from and against any cause of action, demands, claims, losses, liabilities and expenditures of any kind relating to the generator(s).

8. Paragraph 11 of the Lease is hereby amended as follows:

DAMAGE TO PREMISES:

TENANT agrees that all property placed on the Premises by TENANT shall be at the risk of TENANT, and that TENANT shall be solely responsible for the repair, maintenance, and operation of the first floor of the Building during the term of this Lease. LANDLORD shall be solely responsible for the repair, maintenance, and operation of the Veteran's Memorial on the Premises. TENANT shall be liable for any damages to the Premises caused intentionally by TENANT, its employees, agents, invitees, contractors, and/or subcontractors in the maintenance and operation of the Premises and first floor of the Building. LANDLORD agrees that all property placed on the Premises by LANDLORD shall be at the risk of LANDLORD. LANDLORD shall be liable for any damages to the Premises, the Building, and/or TENANT's property caused intentionally or unintentionally by any act or omission by LANDLORD, its employees, agents, invitees, contractors, and/or subcontractors, however, nothing in this Third Amendment shall be construed to affect in any way the LANDLORD'S or TENANT'S rights, privileges, and immunities as set forth in Florida Statutes Section 768.28. LANDLORD must immediately notify TENANT in writing of any damage to TENANT's property, the Premises, and/or the Building. Any damage to TENANT's property, the Premises, and/or the Building during the construction or development of Landlord's Floor must be cured by LANDLORD within a reasonable timeframe after notice by TENANT of such damage, except that TENANT may elect in its reasonable discretion to extend, in writing, the time for LANDLORD to cure the damages. If LANDLORD does not cure the damage within the time period contained herein, as may be extended by TENANT, TENANT may elect to terminate this Lease, and TENANT shall have no further liability hereunder. Alternatively, TENANT may elect to repair the damage at the expense of LANDLORD and LANDLORD shall reimburse TENANT in full upon presentation of a certified invoice detailing the costs incurred by TENANT. LANDLORD must reimburse TENANT in full no later than thirty (30) days after the submission of the invoice by TENANT.

9. Paragraph 12 of the Lease is hereby amended as follows:

FIRE OR OTHER CASUALTY:

If the Premises and/ or the Building are rendered untenable by the elements or any other cause, or if the Premises and/or the Building are destroyed by the elements or any other cause, or so nearly destroyed as to require substantial rebuilding (collectively, a "Casualty"), TENANT shall have the option at its sole discretion to rebuild the Premises and/or the Building or to terminate this Lease. In the event TENANT elects not to rebuild, this Lease shall ~~cease and come to an end~~ terminate, and TENANT shall have no further liability hereunder. If TENANT elects to rebuild, the Parties agree that TENANT may elect to only rebuild the first floor of the Building and TENANT has no obligation to rebuild Landlord's Floor or any other floors of the Premises that are not leased and operated by TENANT prior to the Casualty. If TENANT elects to rebuild, LANDLORD retains the right to elect to rebuild Landlord's Floor and retains the right to any future expansion of the rebuilt building. If LANDLORD elects to rebuild Landlord's Floor, LANDLORD shall solely bear the costs of rebuilding Landlord's Floor, and shall assume any expense, or increased cost to TENANT in relation to rebuilding Landlord's Floor.

10. Paragraph 13 of the Lease is hereby amended as follows:

REPAIRS:

13.1 Exterior Maintenance. LANDLORD covenants to keep the exterior grounds serving the Premises in good repair, ~~so far as concerns TENANT~~ and to perform all maintenance, repair, and replacement, when needed, of the exterior grounds of the Premises as set forth below.

Exterior grounds maintenance, repair, and replacement, including without limitation, the landscaping, cutting, mulching, pruning, and similar maintenance, repair, and replacement of all foliage; routine and non-routine maintenance, repair, and replacement of parking areas, common exterior areas, swale areas within City Hall Circle (including cleaning, painting, striping, paving, and repairs) shall be done by LANDLORD, at its LANDLORD'S sole expense. If LANDLORD fails, within a reasonable time after request to make such repairs or replacements or provide such maintenance then (a) LANDLORD shall be liable for any damages to property or loss thereby sustained by TENANT and (b) TENANT may have such maintenance, repairs, or replacements made at the expense of LANDLORD, and LANDLORD shall reimburse TENANT in full upon presentation of a certified TENANT invoice detailing the maintenance, repairs, and/or replacements made and the expense incurred. LANDLORD shall reimburse TENANT in full no later than thirty (30) days after the submission of the invoice by TENANT.

13.2 Exterior Building Maintenance. TENANT shall be responsible for conducting exterior maintenance, repair, and replacement activities for the exterior of the Building. The costs of such exterior Building maintenance, repair, or replacement shall be shared by the Parties based on their respective percentage of occupancy in the Building. For illustration purposes: the Building currently consists of two floors, the first floor is currently occupied by TENANT, and the second floor is currently occupied by LANDLORD, making each Party responsible for 50% of the costs of said exterior Building maintenance, repair, or replacement.

LANDLORD shall reimburse TENANT in full no later than thirty (30) days after the submission of a certified invoice detailing the exterior Building maintenance costs incurred by TENANT.

13.3 Roof. TENANT shall be responsible for conducting maintenance, repair, and replacement activities for the roof of the Building. The costs of such roof maintenance, repair, and/or replacement shall be shared by the Parties based on their respective percentage of occupancy in the Building. For illustration purposes: the Building currently consists of two floors, the first floor is currently occupied by TENANT, and the second floor is currently occupied by LANDLORD, making each Party responsible for 50% of the costs of such roof maintenance, repair, and/or replacement.

LANDLORD shall reimburse TENANT in full no later than thirty (30) days after the submission of a certified invoice detailing roof maintenance and repair costs incurred by TENANT.

13.4 LANDLORD is solely responsible for the maintenance, repair, and replacement of the elevator, stairways, dumbwaiter, and elevator mechanical room and any costs associated thereto.

13.5 A/C. Both LANDLORD and TENANT acknowledge that due to the original design of the Building, it is infeasible to separately meter or maintain separate A/C units and systems. The cost of LANDLORD's and TENANT's A/C units and systems shall be shared between the Parties, split evenly, and read on a monthly basis. LANDLORD shall reimburse TENANT in full upon presentation of a certified invoice detailing the costs incurred by TENANT. LANDLORD must reimburse TENANT in full no later than thirty (30) days after the submission of the invoice by TENANT. One year following the Effective Date of the Third Amendment, TENANT may compare the new monthly usage to historical data and reapportion the percentage of cost for LANDLORD's and TENANT's A/C units and systems.

11. Exhibit A, Description of Premises, as referenced in the original Ground Lease, is attached hereto and incorporated in the Lease.
12. Exhibit D, the site plan depicting the Veteran's Memorial, is attached hereto and incorporated in the Lease.
13. Exhibit E, Landlord's Floor, attached hereto is incorporated in the Lease.
14. Exhibit F, Common Areas and Bathrooms, attached hereto is incorporated in the Lease.
15. This Third Amendment may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same amendment.
16. Preparation of this Third Amendment has been a joint effort of the Parties 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.
17. Except as modified in the Third Amendment, all terms and conditions of the Lease shall remain in full force and effect. If any conflict or ambiguity exists between this Third Amendment, the Interlocal Agreement and any amendments thereto, and the Lease, the Parties agree that this Third Amendment shall control.
18. This Third Amendment 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 Third Amendment that are not contained in the Lease and this Third Amendment.
19. The Parties represent and warrant that this Third Amendment constitutes the legal, valid, binding, and enforceable obligation of each Party, and that neither the execution nor performance of this Third Amendment constitutes a breach of any agreement that either Party has with any third party or violates any law rule, regulation, or duty arising in law or equity applicable to each Party. The Parties further represents and warrants that execution of this Third Amendment is within each Party's legal powers, and each individual executing this Third Amendment on behalf of such party is duly authorized by all necessary and appropriate action to do so, and does so with full legal authority.
20. TENANT, at its sole cost and expense, shall record this Third Amendment in the Public Records of Broward County, Florida, within ten (10) business days after the execution of the Third Amendment by the Parties.

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Third Amendment: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the ____ day of _____, 2023, (Board Agenda Item #__), and CITY OF HOLLYWOOD signing by and through its Mayor duly authorized to execute same.

COUNTY

	<p>BROWARD COUNTY, by and through its Board of County Commissioners</p> <p>By: _____ <div style="text-align: center;">Mayor</div> _____ day of _____, 20__</p> <p>Approved as to form by Andrew J. Meyers Broward County Attorney Governmental Center, Suite 423 115 South Andrews Avenue Fort Lauderdale, Florida 33301 Telephone: (954) 357-7600 Telecopier: (954) 357-7641</p> <p>By: _____ Reno V. Pierre (Date) Assistant County Attorney</p> <p>By: _____ Annika E. Ashton (Date) Deputy County Attorney</p>

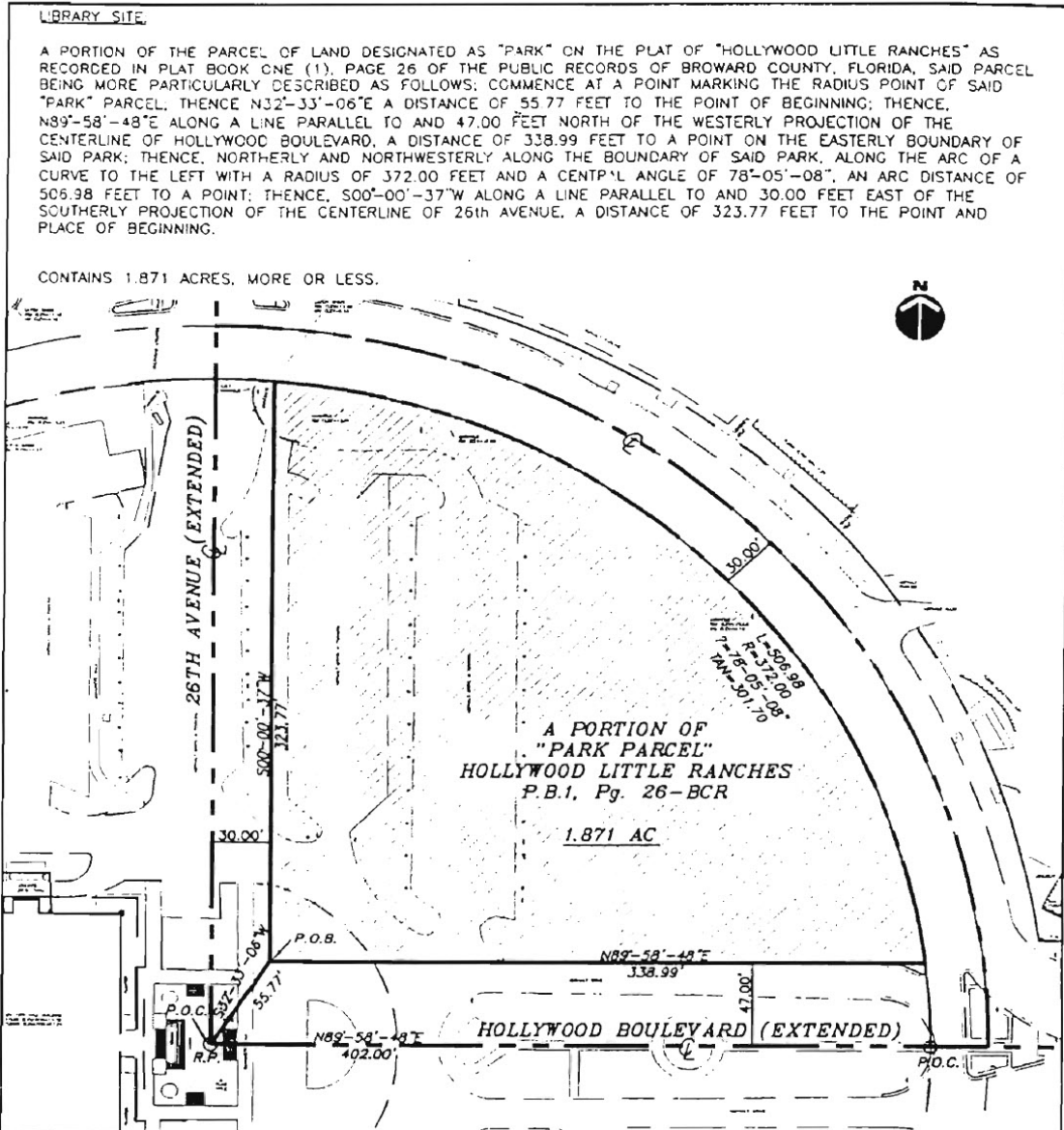
THIRD AMENDMENT TO THE GROUND LEASE AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF HOLLYWOOD FOR THE HOLLYWOOD PUBLIC LIBRARY

CITY

<p>ATTEST:</p> <p>By: _____ Patricia A. Cerny, MMC, City Clerk</p> <p>(SEAL)</p>	<p>CITY OF HOLLYWOOD, a municipal corporation</p> <p>By: _____ Josh Levy, Mayor</p> <p>____ day of _____, 20__</p> <p>By: _____ George R. Keller, Jr. CPPT City Manager</p> <p>____ day of _____, 20__</p> <p>Approved as to form:</p> <p>By: _____ Douglas R. Gonzales, City Attorney</p>
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EXHIBIT A

Description of Premises



LIBRARY SITE

A PORTION OF THE PARCEL OF LAND DESIGNATED AS "PARK" ON THE PLAT OF "HOLLYWOOD LITTLE RANCHES" AS RECORDED IN PLAT BOOK ONE (1), PAGE 26 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A POINT MARKING THE RADIUS POINT OF SAID "PARK" PARCEL; THENCE N32°-33'-06"E A DISTANCE OF 55.77 FEET TO THE POINT OF BEGINNING; THENCE, N89°-58'-48"E ALONG A LINE PARALLEL TO AND 47.00 FEET NORTH OF THE WESTERLY PROJECTION OF THE CENTERLINE OF HOLLYWOOD BOULEVARD, A DISTANCE OF 338.99 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID PARK; THENCE, NORTHERLY AND NORTHWESTERLY ALONG THE BOUNDARY OF SAID PARK, ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 372.00 FEET AND A CENTRAL ANGLE OF 78°-05'-08", AN ARC DISTANCE OF 506.98 FEET TO A POINT; THENCE, S00°-00'-37"W ALONG A LINE PARALLEL TO AND 30.00 FEET EAST OF THE SOUTHERLY PROJECTION OF THE CENTERLINE OF 26TH AVENUE, A DISTANCE OF 323.77 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINS 1.871 ACRES, MORE OR LESS.



CERTIFICATE:

THIS IS TO CERTIFY THAT THE SKETCH SHOWN HEREON AND THE ATTACHED DESCRIPTION IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND DOES NOT REPRESENT A FIELD SURVEY. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING UNDER RULE 61017-6 F.A.C. REVISED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, MAY 13, 1998.

DATED THIS 18th DAY OF January 2002, BROWARD COUNTY, FLORIDA

Norman H. Vliet
NORMAN H. VLIET, P.S.M.

STATE OF FLORIDA REGISTRATION NO. 3177

SEAL
NOT VALID WITHOUT
THE SIGNATURE AND
THE ORIGINAL RAISED
SEAL OF A FLORIDA
LICENSED SURVEYOR
AND MAPPER.

CITY OF HOLLYWOOD, FLORIDA
DEPARTMENT OF DEVELOPMENT ADMINISTRATION
ENGINEERING DIVISION

2600 HOLLYWOOD BOULEVARD
HOLLYWOOD, FLORIDA 33020
(954) 921-3254

PROJECT No.	SCALE:
CADD.DWG No.	N.T.S.
PLS02-01	DRAWN BY:
	J.M.P.
	CHECKED BY:
SURVEY DATE:	SHEET No.
	1 of 1

Exhibit B
Interlocal Agreement

R-2002-58

INTERLOCAL AGREEMENT BETWEEN
BROWARD COUNTY
AND
CITY OF HOLLYWOOD
FOR DEVELOPMENT OF A
PUBLIC LIBRARY

This is an Interlocal Agreement between Broward County, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as "COUNTY," through its Board of County Commissioners, and the City of HOLLYWOOD, a Florida municipal corporation organized and existing under the laws of the State of Florida, its successors and assigns, hereinafter referred to as "CITY."

WHEREAS, on January 5, 1999, the Board of Commissioners of Broward County approved resolution No. 1999-4 (the "1999 Bond Resolution") authorizing the issuance, subject to an election of not exceeding \$139,900,000 of general obligation bonds of Broward County for the acquisition, construction, reconstruction, expansion, and equipping of library facilities in Broward County, which resolution was subsequently amended on February 2, 1999; and

WHEREAS, the City of Hollywood adopted Resolution No. R-2001-387 approving payment for design and construction of the Library in a manner that would accommodate one additional story; and

WHEREAS, on March 9, 1999 Broward County voters approved the library bond referendum for up to \$139.9 million; and

WHEREAS, the 1999 Bond Resolution provided that approximately \$6,108,500 be appropriated to replace and expand the library in the City of Hollywood; and

WHEREAS, COUNTY requires that CITY provide a suitable site for the library as a pre-condition to its commitment to expend such funds for the new library in the City of Hollywood; and

WHEREAS, on September 8, 1999, CITY adopted Resolution No. R-99-291 approving a site in City Hall Circle for the location of the new library; and

WHEREAS, CITY wishes to contribute the library site to COUNTY pursuant to a long term lease agreement and consistent with the CITY's master plan for City Hall Circle the "Master Plan"), which will include, but not be limited to the new library, and provide certain site planning and site development costs for the construction of the library; and

WHEREAS, the CITY and the COUNTY both acknowledge and agree that the new library will occupy an important location within the City Hall Circle, and, as such, must function as an integral part of the City Hall Circle with respect to accessibility and use of parking areas, which accessibility and parking areas must be sufficient, safe and convenient for the users of all facilities in the City Hall Circle, including the patrons, employees and service providers of the new library facility, NOW THEREFORE,

In consideration of the mutual terms and conditions, promises, covenants and considerations hereinafter set forth, COUNTY and CITY agree as follows:

1. DESCRIPTION OF LAND. CITY hereby agrees to lease the library site in City Hall Circle more particularly described in Exhibit "A" hereto (the "Premises") to COUNTY for a term of 99 years at a rent of one dollar (\$1.00) per year, and other good and valuable considerations and to provide COUNTY appurtenant rights benefitting the Premises for the term of the Lease for vehicular parking for not more than 120 cars and not less than 110 cars, ingress and egress, maintenance of signs, book drops, and a dumpster complying with City Code requirements on the terms and conditions set forth in the Ground Lease attached hereto as Exhibit "B" (the Lease). It is specifically understood that the Premises includes only one story for the Library, and that City maintains and reserves the air rights above the first story for possible construction of additional stories, pursuant to Section 7.8.
2. CONVEYANCE. Pursuant to Section 3 herein, CITY shall deliver the Lease pursuant to which County shall have the right to use the Premises for a period of ninety-nine (99) years for the construction, maintenance, and operation of a public library and related services. CITY shall have good clear record marketable and insurable title to the Premises and City Hall Circle (together the "Real Property"), subject only to: (a) building and zoning laws, ordinances, state and federal regulations; (b) restrictions relating to use of the property recorded in the Official Records and not adversely affecting the proposed use; (c) reservation of any mineral rights by the state of Florida; and reservation of air rights by the CITY; and (d) utility and drainage easements which do not interfere with the proposed use of the Real Property. COUNTY may waive any title defect by written notice to CITY.
3. LEASE. The Lease of the Premises will be entered into following execution of this Agreement. The Lease shall be delivered within forty-five (45) days following written notice from COUNTY's Director of Libraries Division of the COUNTY's readiness to execute same. After such notice is issued, CITY and COUNTY may mutually agree in writing to extend the time in which CITY must deliver the Lease to COUNTY. COUNTY acknowledges that approval of the Lease is subject to a five-seventh

approval of the City Commission of the CITY as a condition precedent to its validity. The Lease will reference this Agreement and no provision in the Lease will conflict with this Agreement, unless the parties provide in the Lease that the Lease will supercede any particular section(s) herein. A copy of the proposed Lease is attached hereto as Exhibit B and made a part hereof.

4. INVESTIGATION. Prior to sending written notice, COUNTY's Director of Libraries Division or Director of Construction Management may conduct whatever due diligence on the Real Property the COUNTY determines is appropriate in order to determine the feasibility of the Premises for the proposed library. COUNTY shall have the right to inspect and conduct tests on the Real Property at any time prior to delivery of the Lease, and CITY shall cooperate with COUNTY regarding any such inspections and tests upon request.
5. CO-OPERATION. Upon request, CITY shall deliver copies of available information relating to the Real Property, including its master planning for City Hall Circle, boundary and site surveys, utility location drawings, soil borings, environmental reports, "as-built" documentation of existing structures, and other similar documentation concerning the Real Property which are in records currently held by CITY. The CITY shall not be obliged to create or draft such documents.
6. EXAMINATION AND TITLE. Within thirty (30) days of request by COUNTY, CITY shall provide to COUNTY a survey of the Premises prepared by a Florida registered Land Surveyor in both hard copy and electronic media, certified to COUNTY and evidence of title to the Real Property, which shall include either a prior title insurance policy from a reputable title company acceptable to COUNTY or an ATIDS (Attorneys' Title Insurance Fund, Inc.) certified printout to COUNTY with hard copies of all documents referenced therein or a title search report from an Attorneys' Title Insurance Fund, Inc., in accordance with the Marketable Record Title Act certified to County's title agent, purporting to be an accurate synopsis of the instruments affecting the title to the Property recorded in the public records of Broward County to a date subsequent to the date of this Agreement.
7. CONSTRUCTION.
 - 7.1 COUNTY hereby agrees to design and construct upon the Premises a public community library facility (the "Library") together with other improvements. COUNTY shall work with all reasonable diligence to complete construction of the Library.
 - 7.2 CITY agrees to provide assistance to the COUNTY in site work required for construction of the Library. Site work on the Premises for the Library, and the construction of not more 120 parking spaces and not less than one 110 parking spaces required by Section 9 herein, shall be performed by the COUNTY at its cost and expense. Perimeter trees, sidewalks, drainage, and relocation of site utilities required by the Master Plan will be undertaken and paid for by the CITY

under the CITY's contracts. In the event that part of the site work to be done by the County on the Premises cannot be completed at the time of the library construction contract because of incomplete Master Plan site work by the CITY, the CITY shall be responsible for the completion of such library site plan work at its expense. Any special site features specifically required by the Master Plan, such as special light fixtures, drinking fountains, furniture and waste receptacles, will be supplied and installed by the CITY.

- 7.3 COUNTY agrees to coordinate exterior aesthetic design features of the Library with the CITY to the extent reasonably feasible, provided that in no event shall this provision require COUNTY to expend any funds in excess of the COUNTY's budgeted amount nor shall COUNTY be required to take any action which would result in delay of design or construction of the Library. Nothing in this Agreement or the Lease shall be deemed to require the COUNTY to take any action that is in noncompliance with the library building program.
- 7.4 COUNTY anticipates that construction of the Library will take approximately twenty four months after issuance of all necessary building permits and satisfactory completion of all preliminary Master Plan site work by the CITY, subject to delays beyond the reasonable control of COUNTY, including without limitation delays caused by weather, casualty, labor strikes or slowdowns, governmental intervention, design changes, economic conditions, and work related to the City Hall Circle site and the surrounding roadways; excluding, however, unreasonable intervention by the COUNTY, its agents, servants or representatives, not based on legitimate governmental concerns within the scope of the COUNTY's jurisdiction.
- 7.5 The COUNTY shall use reasonable efforts to preclude parking in City Hall Circle by any construction personnel, whom shall park off site. The COUNTY will use reasonable efforts so as to reduce interference or disruption of employees, guests, or the general public's use of the buildings within City Hall Circle during construction. CITY shall provide alternative, reasonable parking for construction personnel who are not able to park in City Hall Circle.
- 7.6 The COUNTY will require that all materials, equipment, and supplies be stored and safeguarded in a covered or canvassed safe, secure, and prudent manner in accordance with the industry standards and practices. All staging areas outside of the Premises will be approved in advance by the City Manager or his authorized designee.
- 7.7 The COUNTY's Director of Construction Management will be the COUNTY's authorized representative with regard to this Agreement until construction of the Library is complete.

- 7.8 The parties hereby agree that the City may construct and maintain, in its future discretion, up to one (1) story on top of the Library. Accordingly, the COUNTY shall design and construct the Library in a manner that will easily accommodate one (1) additional story. The CITY will pay the COUNTY a separate sum not to exceed Four Hundred Forty-Two Thousand Dollars and No Cents (\$442,000.00) to assist funding for the construction of the Library, payable in accordance with the payment schedule which is attached hereto as Exhibit "C" and made a part hereof. This consideration is independently granted and received to assure that the Library is built in a manner that facilitates the addition of up to one (1) story (i.e. additional lobby space, stairwell, elevator shaft, and piston).

The CITY agrees to pay for all costs associated with moving the Library when construction commences for the second floor. This may include up to approximately 30,000 square feet of comparable rental space, moving costs associated with both moves and costs for additional wiring for data for the information technology space. In the event the comparable rental space is not sufficient to hold the Library Division's equipment, which includes, but is not limited to books, computers, shelving etc., the CITY agrees to pay for all direct storage incurred by the COUNTY. The Library Division shall receive a notice pursuant to Section 15 of this Agreement one (1) year prior to commencing construction.

8. USE OF PREMISES. COUNTY shall use the Premises for public library purposes and agrees to operate the Library as part of a COUNTY public library system which shall include, but not be limited to, providing library staff, library books, library materials, library equipment, and library services. In the event COUNTY uses the Premises for other than library purposes, CITY shall have the right to give written notice to COUNTY demanding discontinuation of the improper use. If COUNTY does not discontinue the improper use there shall be a default under the Lease, CITY may terminate the Lease and Premises shall revert to CITY. COUNTY shall be responsible for costs of operating and staffing the Library.
9. PARKING. In addition not more than 120 parking spaces and not less than 110 parking spaces to be designated for use of library staff and patrons, all non-restricted vehicular use areas, including parking and driveways within the City Hall Circle providing access to the Premises shall be available to any member of the public wishing to use the Library or vehicles servicing the Library facility in the same manner as is then available to visitors at City Hall Circle. Restricted vehicular use areas mean spaces reserved for specified City officials and employees, fire lanes and disabled parking areas.
10. MAINTENANCE OF LIBRARY BUILDING. COUNTY shall maintain both the interior and exterior of the Library in a clean and attractive state of appearance and in good repair. It is specifically understood between the parties that COUNTY shall be fully

responsible for maintaining the building, which shall include the exterior and interior physical condition of the building, roof, plumbing, electrical system, and the heating and cooling systems.

CITY agrees to maintain and to keep the grounds immediately surrounding and relating to the Library building and the parking lots, sidewalks and driveways serving the Library in a clean and attractive state of appearance and in good repair.

11. UTILITIES. CITY shall provide in kind site work assistance, as may be requested by COUNTY to assist the COUNTY to prepare the Premises for construction including bringing all necessary utility lines to the Premises. COUNTY shall arrange for utilities to exclusively serve the Library including, but not limited to, water, fuel, gas, recyclable materials, electricity, garbage, telephone and sewage charges. The COUNTY will be responsible to pay all utility (water/sewer), electric, telecommunication, garbage, computer, cable and other utility charges servicing the Premises.
12. TAXES AND ASSESSMENTS. Except as provided herein, COUNTY shall be responsible for payment of any and all lawful taxes, levies, impositions or assessments by any government agency authorized to make such levies against the Premises; provided that CITY shall not assess any taxes nor make any special assessments against the Library and/or the Premises. If CITY is unable to or does not refrain from assessing taxes and/or making a special assessment against the Library and/or the Premises, CITY shall be responsible for payment of same. CITY shall pay any special assessment pending as of the date of this Agreement which has been ordered by CITY or other assessing authorities. As of the date of this Agreement, CITY represents that CITY has not received any notice of hearing for a new public improvement project from any governmental assessing authority, the cost of which may be assessed against the Library and/or the Premises. Any such notice received by CITY after the date of this Agreement shall be provided to COUNTY immediately. The COUNTY shall, however, be responsible to pay any applicable portion of the Stormwater Management System and Fire Rescue assessments imposed by the CITY against the Premises.
13. ASSIGNMENT. Neither COUNTY nor CITY shall assign this Agreement. This provision shall not be construed to prohibit COUNTY from granting persons or entities the right to occupy or use space in the Library.
14. CANCELLATION. This Agreement shall not be subject to cancellation except: (a) by either party if COUNTY has not sent written notice as permitted by Section 3 within two (2) years after execution of this Agreement; (b) by COUNTY, if COUNTY has not issued and sold Broward County General Obligation Bonds in the amount of One Hundred Thirty-nine Million Dollars (\$139,000,000) as authorized by voter approval on or about March 9, 1999, within five (5) years after the execution of the Agreement and the Lease has not been delivered; or (c) by COUNTY any time prior to delivery of the Lease as required by Section 2; (d) or by CITY if the COUNTY fails to use the premises as a Library as required by Section 8 herein or fails to keep the Library in

operation as required by Section 17 herein. A cancellation of this Agreement by either party shall automatically effectuate a cancellation of the Lease attached as Exhibit B without the necessity of undertaking further administrative action to accomplish such cancellation, which will be deemed effective on the date this Agreement is cancelled.

15. NOTICES. Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States mail, postage prepaid, return receipt requested, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR BROWARD COUNTY:

Broward County
Samuel F. Morrison, Director of Libraries Division
100 South Andrews Avenue
Fort Lauderdale, Florida 33301

With an additional copy to:

Director of Construction Management
Broward County Governmental Center
115 South Andrews Avenue
Fort Lauderdale, FL 33301

FOR CITY OF HOLLYWOOD:

City Manager
City of Hollywood
P. O. Box 229045
Hollywood, FL 33022-9045

With an additional copy to:

City Attorney
City of Hollywood
P. O. Box 229045
Hollywood, FL 33022-9045

16. WARRANTIES. CITY warrants that CITY has not received any written notice from any governmental authority as to violation of any law, ordinance or regulation regarding the Real Property. If the Real Property is subject to restrictive covenants, CITY warrants that CITY has not received any notice from any person or authority as to a breach of

the covenants. CITY warrants that COUNTY and Library patrons shall have a continuous right of access to the Library and the Premises from public right-of-way.

17. DEFAULT. If CITY defaults in any of the terms herein, COUNTY may terminate this Agreement. If the COUNTY defaults in a material term herein, namely: keeping the library open to the public during the entire term (excepting not more than ninety (90) continuous days excluding holidays and weekends and circumstances beyond the control of COUNTY), CITY may terminate this Agreement. If this Agreement is not so terminated, this provision shall not deprive COUNTY, or CITY, as applicable, of the right to recover damages for breach of this Agreement or of the right to specific performance of this Agreement, to the extent allowed by law. The parties reserve their immunities and defenses existing under the laws of the State of Florida.
18. MATERIALITY AND WAIVER OF BREACH. COUNTY and CITY 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.
19. SEVERANCE. In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or CITY elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
20. JOINT PREPARATION. The parties acknowledge that they have sought and received whatever competent advice 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 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.
21. APPLICABLE LAW AND VENUE. 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. By entering into this Agreement, CITY and COUNTY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of the Project or of this Agreement. Each party shall bear its own attorney fees in any litigation or proceeding arising under this Agreement. The Florida Governmental Conflict Resolution Act (Chapter 164, Florida Statutes) shall apply to disputes arising under this Agreement.

22. 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 for the COUNTY by the Board and CITY by the City Commission.
23. ENTIRE AGREEMENT. This Agreement, the attached Exhibit A, and any addenda or amendments signed by the parties, shall constitute the entire Agreement between CITY and COUNTY, and supersedes any other written or oral agreement between them. This Agreement can only be modified in writing signed by CITY and COUNTY.
24. WHEREAS CLAUSES. The information contained in the Whereas Clauses set forth above are true and correct, and is hereby incorporated into the body of this Agreement.
25. PROPERTY ZONING CLASSIFICATION. CITY represents that the Premises are presently zoned G U (Government Use).
26. PROPERTY USE. The use of the Library Property is principally for public library and accessory or incidental uses.
27. BONDING. COUNTY shall require that its construction contractor obtain a performance and payment bond in a form allowed by Section 255.05, Florida Statutes, bonding at least one hundred percent (100%) of the project's construction cost.
28. INSURANCE. COUNTY is a state agency as defined by Section 768.28, Florida Statutes, and is self insured. COUNTY shall furnish CITY with written verification of liability protection in accordance with state law prior to final execution of this Agreement.

The COUNTY shall not allow any contractor to commence work on construction of the Library until such contractor has provided COUNTY with evidence of insurance coverage consistent with customary COUNTY requirements, including a payment and performance bond in the form prescribed by the COUNTY, complying with Section 255.05, Florida Statutes, in at least the amount of one hundred percent (100%) of the construction cost of work.
29. HOLD HARMLESS CLAUSE. COUNTY is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

30. CONFLICT RESOLUTION. The parties will abide by Chapter 164, Florida Statutes, The Florida Governmental Conflict Resolution Act, as amended from time to time, in resolving controversies or disputes arising under this Agreement or the Lease Agreement.
31. THIRD PARTY RIGHTS. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the CITY and COUNTY.
32. SUCCESSORS. This Agreement shall inure to and be binding upon the authorized successors and assigns of the parties.


(The remainder of the page intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair or Vice Chair, authorized to execute same by Board action on the 14th day of May, 2002, and CITY, signing by and through its Vice Mayor duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners


Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners
County, Florida

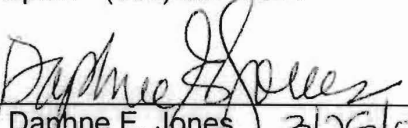
By 
Lori Nance Parrish, Chair



Approved as to form by
EDWARD A. DION, County Attorney
for 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 

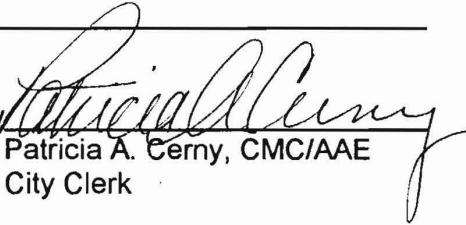
By 
Daphne E. Jones 3/25/02
Assistant County Attorney

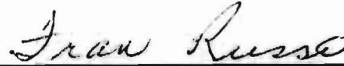
INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF HOLLYWOOD FOR DEVELOPMENT OF A PUBLIC LIBRARY

CITY


ATTEST:

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


By 
Patricia A. Cerny, CMC/IAE
City Clerk

By 
Fran Russo, Vice Mayor
14th day of March, 2002.

Approved by:

By 
Samuel A. Finz, City Manager
14th day of March, 2002.

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

By 
Daniel L. Abbott, City Attorney

RSR

DEJ:cmc
hollywood5.agt
#01-089
03/05/02

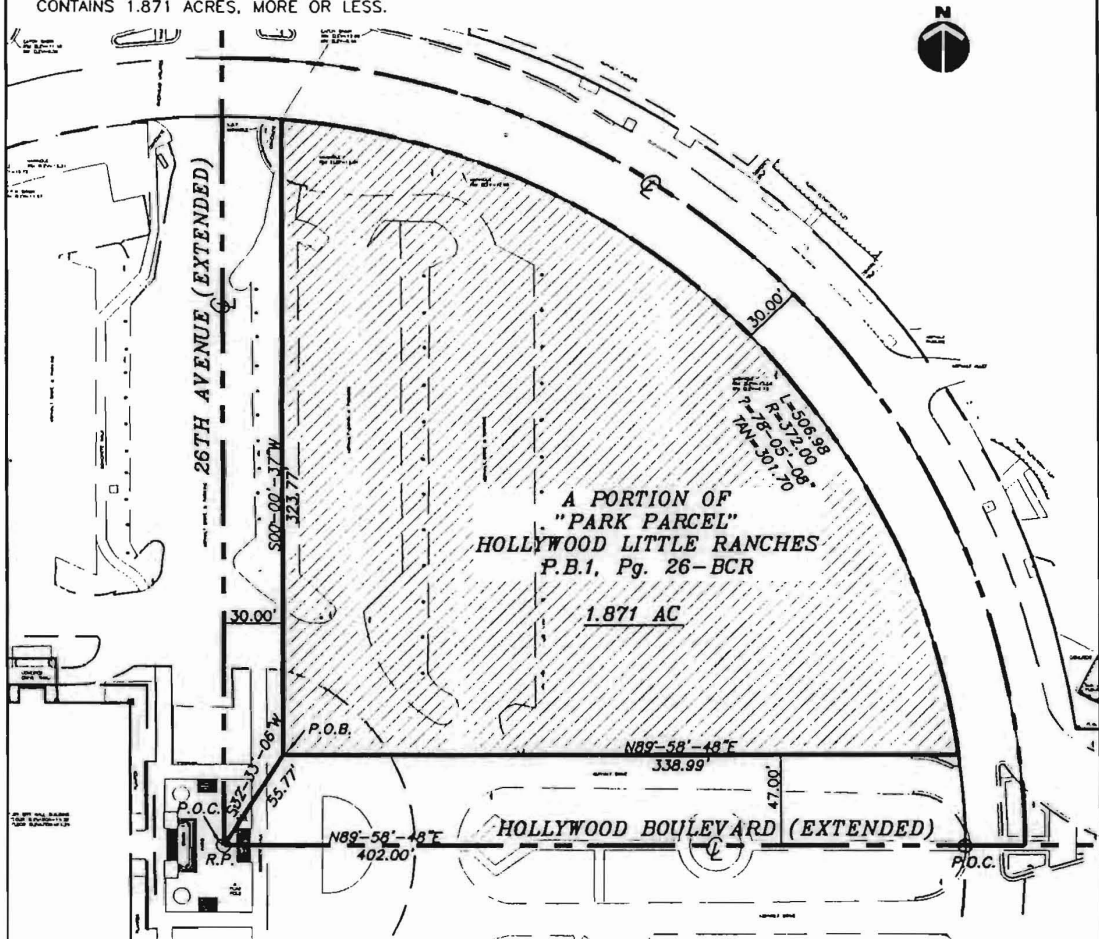
EXHIBIT A

Description of Premises

LIBRARY SITE:

A PORTION OF THE PARCEL OF LAND DESIGNATED AS "PARK" ON THE PLAT OF "HOLLYWOOD LITTLE RANCHES" AS RECORDED IN PLAT BOOK ONE (1), PAGE 26 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A POINT MARKING THE RADIUS POINT OF SAID "PARK" PARCEL; THENCE N32°-33'-06"E A DISTANCE OF 55.77 FEET TO THE POINT OF BEGINNING; THENCE, N89°-58'-48"E ALONG A LINE PARALLEL TO AND 47.00 FEET NORTH OF THE WESTERLY PROJECTION OF THE CENTERLINE OF HOLLYWOOD BOULEVARD, A DISTANCE OF 338.99 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID PARK; THENCE, NORTHERLY AND NORTHWESTERLY ALONG THE BOUNDARY OF SAID PARK, ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 372.00 FEET AND A CENTRAL ANGLE OF 78°-05'-08", AN ARC DISTANCE OF 506.98 FEET TO A POINT; THENCE, S00°-00'-37"W ALONG A LINE PARALLEL TO AND 30.00 FEET EAST OF THE SOUTHERLY PROJECTION OF THE CENTERLINE OF 26th AVENUE, A DISTANCE OF 323.77 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINS 1.871 ACRES, MORE OR LESS.



CERTIFICATE:

THIS IS TO CERTIFY THAT THE SKETCH SHOWN HEREON AND THE ATTACHED DESCRIPTION IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND DOES NOT REPRESENT A FIELD SURVEY. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING UNDER RULE 61G17-8 F.A.C. REVISED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, MAY 13, 1998.

DATED THIS 18th DAY OF January, 2002, BROWARD COUNTY, FLORIDA

Norman H. Vliet
 NORMAN H. VLIET, P.S.M.

STATE OF FLORIDA REGISTRATION NO. 3177

SEAL
 NOT VALID WITHOUT
 THE SIGNATURE AND
 THE ORIGINAL RAISED
 SEAL OF A FLORIDA
 LICENSED SURVEYOR
 AND MAPPER.

CITY OF HOLLYWOOD, FLORIDA
DEPARTMENT OF DEVELOPMENT ADMINISTRATION
ENGINEERING DIVISION
 2600 HOLLYWOOD BOULEVARD
 HOLLYWOOD, FLORIDA 33020
 (954) 921-3254

PROJECT No.	SCALE: N.T.S.
CADD.DWG No.	DRAWN BY: J.M.P.
PLS02-01	CHECKED BY:
SURVEY DATE:	SHEET No.
	1 OF 1

FIRST AMENDMENT
to
INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

CITY OF HOLLYWOOD

for

DEVELOPMENT OF A PUBLIC LIBRARY

This is the First Amendment to the Interlocal Agreement between Broward County, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as "COUNTY," through its Board of County Commissioners, and the City of Hollywood, a Florida municipal corporation organized and existing under the laws of the State of Florida, its successors and assigns, hereinafter referred to as "CITY."

WHEREAS, CITY and COUNTY wish to amend the Interlocal Agreement to provide for a pad for three (3) book drops on CITY's property and to allow COUNTY to have fifty-nine (59) designated parking spaces on the northwest quadrant of City Hall Circle on CITY's property; NOW, THEREFORE,

In consideration of the mutual terms and conditions, promises, covenants and considerations hereinafter set forth, COUNTY and CITY agree as follows:

1. Paragraph 1 of the Agreement is amended as follows:
 1. DESCRIPTION OF LAND. CITY hereby agrees to lease the library site in City Hall Circle more particularly described in Exhibit "A" hereto (the "Premises") to COUNTY for a term of 99 years at a rent of one dollar (\$1.00) per year, and other good and valuable considerations and to provide COUNTY appurtenant rights benefitting the Premises for the term of the Lease for vehicular parking for not more than 120 cars and not less than 110 cars (59 of the required parking spaces for COUNTY will be located on CITY's property at the northwest quadrant of City Hall Circle and CITY shall be responsible for maintaining said 59 spaces), ingress and egress, maintenance of signs, book drops of which three (3) of the book drops will be placed on CITY's property and maintained by COUNTY, and a dumpster

complying with City Code requirements on the terms and conditions set forth in the Ground Lease attached hereto as Exhibit "B" (the Lease). It is specifically understood that the Premises includes only one story for the Library, and that CITY maintains and reserves the air rights above the first story for possible construction of additional stories, pursuant to Section 7.8.

2. Paragraph 7.2 of the Agreement is amended as follows:

7.2 CITY agrees to provide assistance to COUNTY in site work required for construction of the Library. Site work on the Premises for the Library, and the construction of not more than 120 parking spaces and not less than one 110 parking spaces required by Section 9 herein, shall be performed by COUNTY at its cost and expense. The parties agree that 59 of the parking spaces that are required shall be located and maintained by the CITY at the northwest quadrant of City Hall Circle, and COUNTY shall pay an amount not to exceed Three Hundred and Five Thousand Dollars and No Cents (\$305,000.00) for the cost and expense of the same on an incremental basis commensurate with the progress of the work as documented by the monthly pay request from the construction manager. Perimeter trees, sidewalks, drainage, and relocation of site utilities required by the Master Plan will be undertaken and paid for by CITY under CITY's contracts. In the event that part of the site work to be done by ~~the County~~ COUNTY on the Premises cannot be completed at the time of the library construction contract because of incomplete Master Plan site work by CITY, CITY shall be responsible for the completion of such library site plan work at its expense. Any special site features specifically required by the Master Plan, such as special light fixtures, drinking fountains, furniture and waste receptacles, will be supplied and installed by CITY.

3. Paragraph 9 of the Agreement is amended as follows:

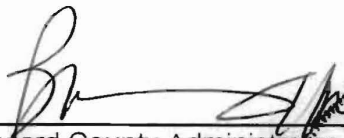
9. PARKING. In addition not more than 120 parking spaces and not less than 110 parking spaces (of which 59 parking spaces will be paid for by COUNTY to CITY in an amount not to exceed \$305,000.00) will be created by CITY on the northwest quadrant of City Hall Circle to be designated for use of library staff and patrons, all non-restricted vehicular use areas, including parking and driveways within the City Hall Circle providing access to the Premises shall be available to any member of the public wishing to use the Library or vehicles servicing the Library facility in the same manner as is then available to visitors at City Hall Circle. Restricted vehicular use areas mean spaces reserved for specified City officials and employees, fire lanes and disabled parking areas. The \$305,000.00 mentioned herein shall be paid by COUNTY to CITY on an incremental basis commensurate with the progress of the work as documented by the monthly pay request from the construction manager.

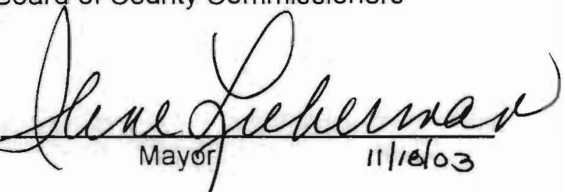
IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to the Interlocal Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the 18th day of November, 2003, and CITY, signing by and through its Mayor, duly authorized to execute same.

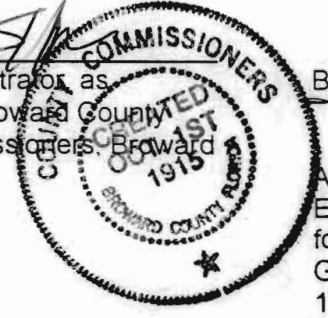
COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

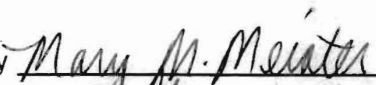

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners, Broward
County, Florida


By 
Mayor 11/18/03



Insurance requirements
approved by Broward County
Risk Management Division

Approved as to form by
EDWARD A. DION, County Attorney
for Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By 
Mary M. Meister
10/10/03

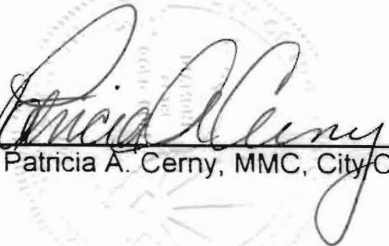
By 
Daphne E. Jones 10/8/03
Assistant County Attorney

FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF HOLLYWOOD FOR DEVELOPMENT OF A PUBLIC LIBRARY

CITY


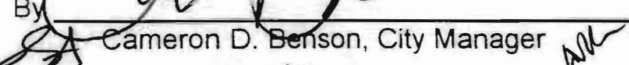

ATTEST:

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

By 
Patricia A. Cerny, MMC, City Clerk

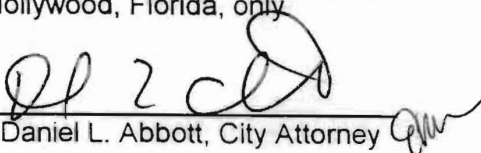
By 
Mara Giuliani, Mayor

25th day of September, 2003.

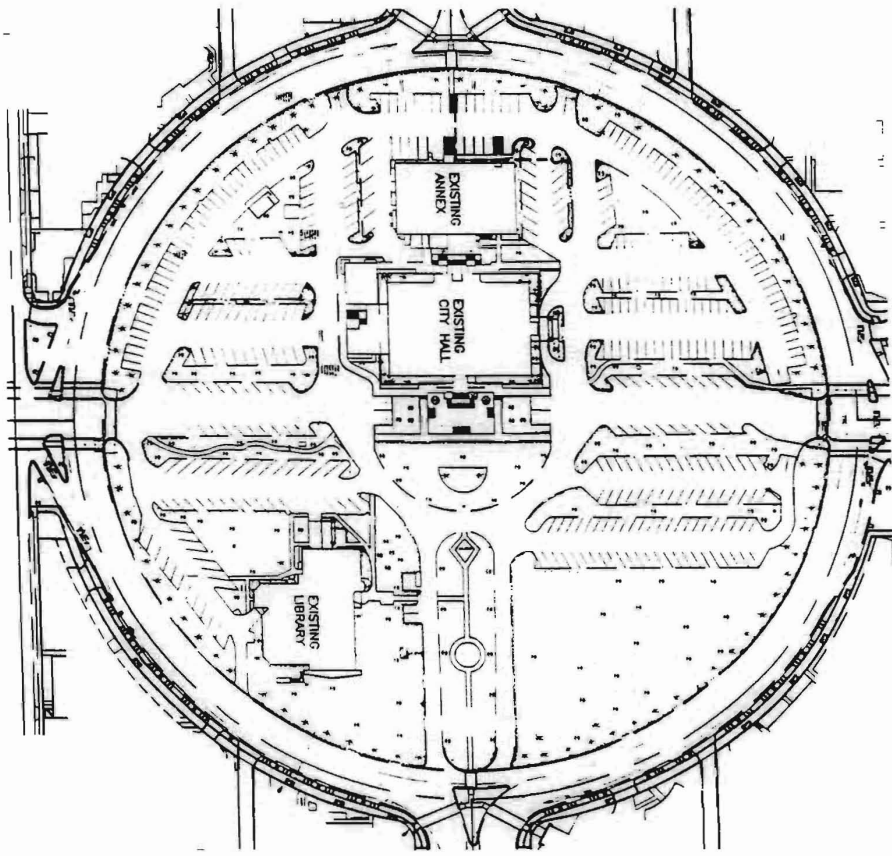
Approved by 
By 
Cameron D. Benson, City Manager 

29th day of September, 2003.


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

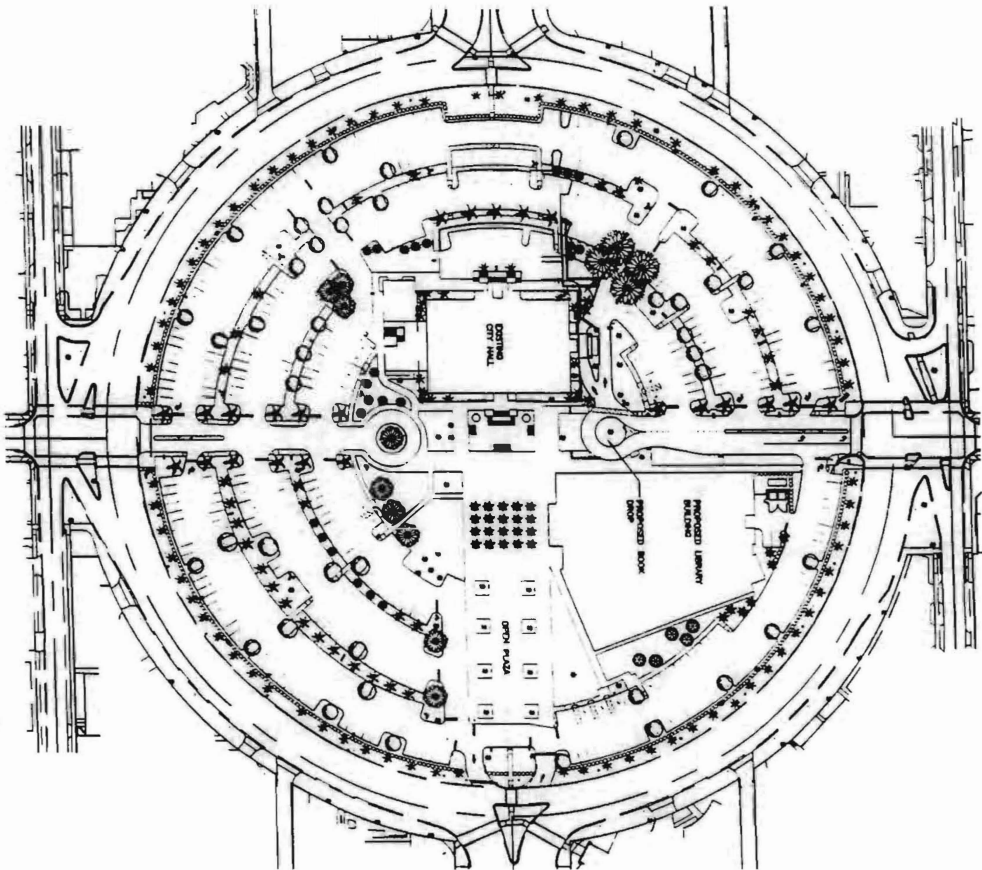
By 
Daniel L. Abbott, City Attorney

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#01-089.23
03/12/03
H:\DATA\DIV3\DEJ\Libraries\Hollywood\Hollywood\LA-a02.wpd



EXISTING CITY HALL CIRCLE PARKING
 SCALE: N.T.S.
 405 PARKING SPACES

SHEET 1 1 OF 1	HOLLYWOOD CITY HALL CIRCLE SITE IMPROVEMENTS EXISTING SITE PLAN FOR PARKING City of Hollywood, Florida Department of Design and Construction Management		SCALE AS SHOWN	CADD No. MP-EXISTING
			DATE 04/23/03	FILE No.
			DESIGNED S.G.	ACCT. No.
			DRAWN B.S.A.	
			CHECKED	SENIOR PROJECT MANAGER



MASTER PLAN CITY HALL CIRCLE
 SCALE: N.T.S. 488 PARKING SPACES**



** PLAN INDICATES PROPOSED AVAILABLE PARKING SPACES AT THE COMPLETION OF MASTER PLAN

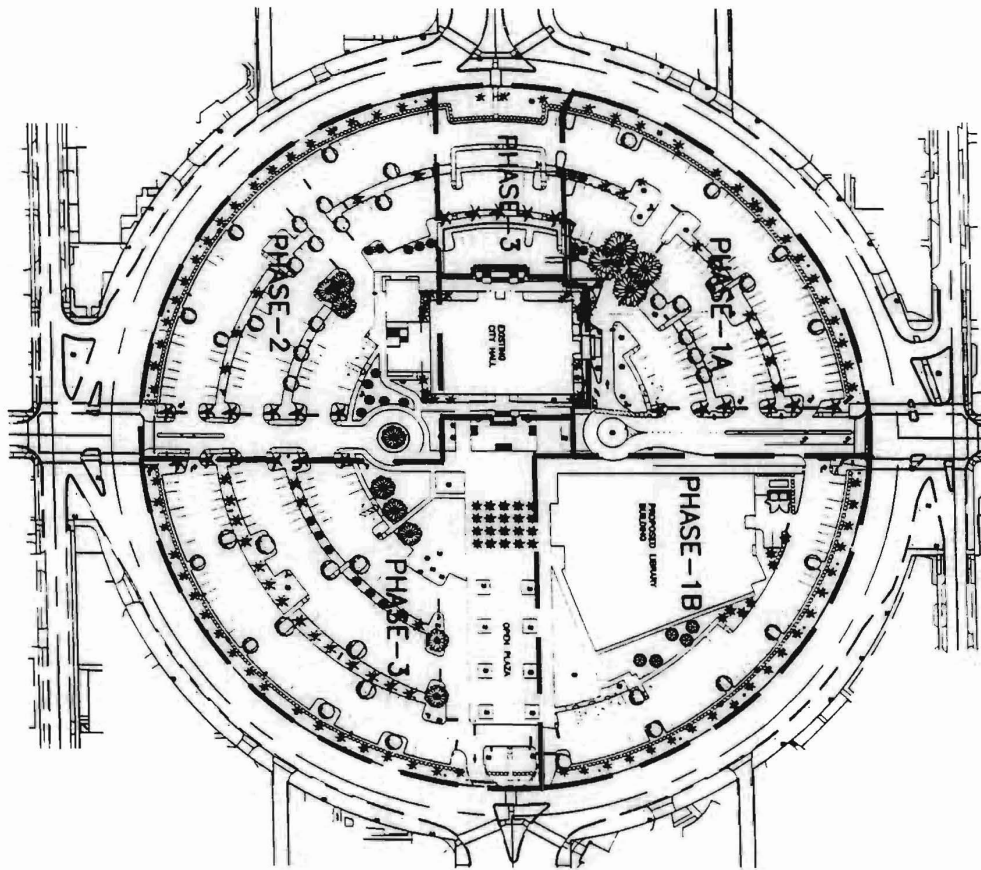
SHEET
1
 1 OF 2

**HOLLYWOOD CITY HALL CIRCLE
 SITE IMPROVEMENTS
 MASTER PLAN**

City of Hollywood, Florida
 Department of Design and Construction Management



SCALE AS SHOWN	CADD No. MASTER PLAN
DATE 04/23/03	FILE No.
DESIGNED S.G.	ACCT. No.
DRAWN S.S.A.	
CHECKED	SENIOR PROJECT MANAGER



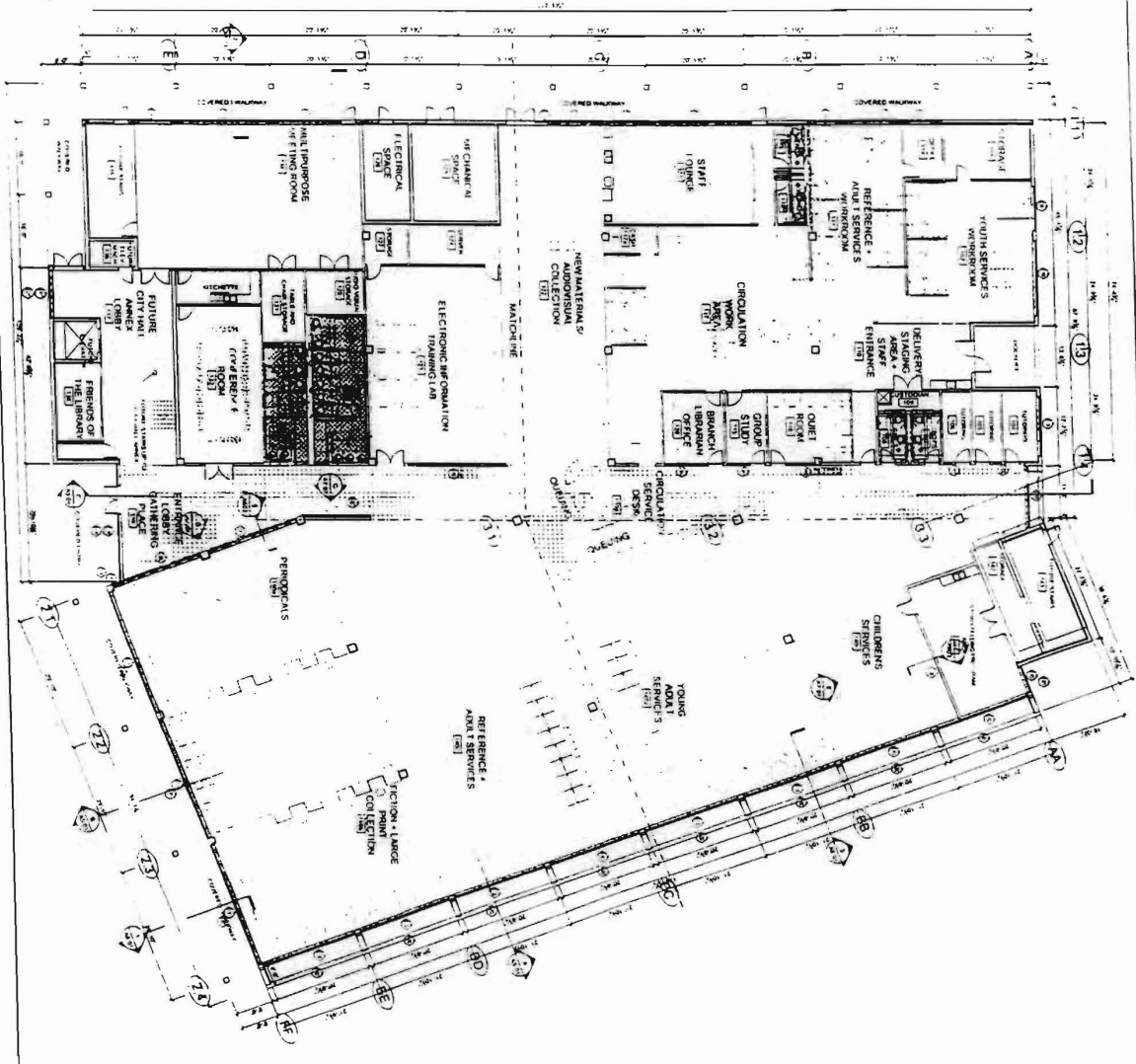
•• PLAN INDICATES PROPOSED AVAILABLE PARKING SPACES AT THE COMPLETION OF MASTER PLAN

MASTER PLAN PHASING CITY HALL CIRCLE
 SCALE: N.T.S.
 488 PARKING SPACES



SHEET 2 OF 2	HOLLYWOOD CITY HALL CIRCLE SITE IMPROVEMENTS MASTER PLAN PHASING		SCALE AS SHOWN	CADD No. MP-PHASING
	City of Hollywood, Florida Department of Design and Construction Management		DATE 04/23/03	FILE No.
			DESIGNED S.G.	ADCT. No.
			DRAWN B.S.A.	
			CHECKED	SENIOR PROJECT MANAGER

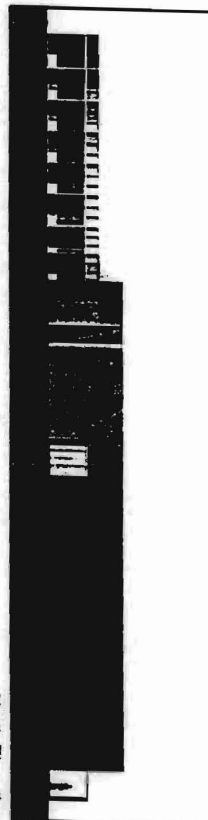
1) Floor Plan
Scale 1/4" = 1'-0"



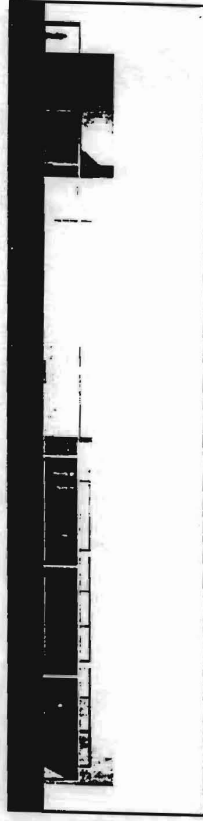
<p>A2.01</p>	<p>Figure Title</p>	<p>Hollywood Community Library</p>	<p>13 W. LOS OLAS BOULEVARD FT. LAUDERDALE, FLORIDA PH. 352-463-3632 FAX. 352-463-3637</p> <p>SINGER ARCHITECTS</p>
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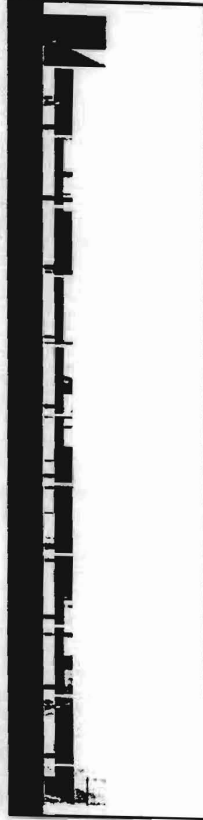
East Elevation



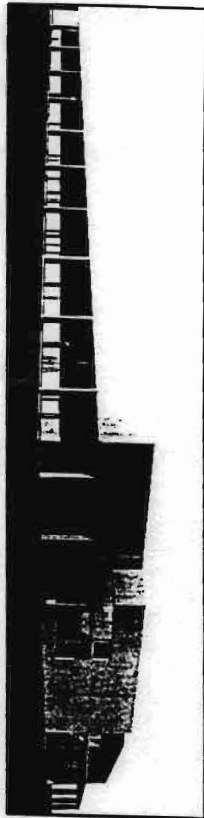
North Elevation



South Elevation



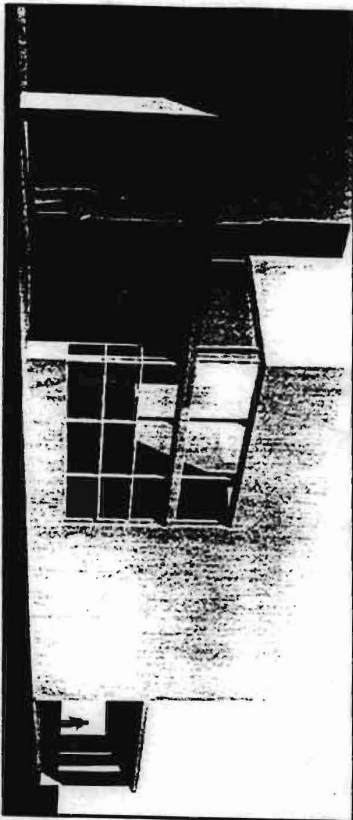
West Elevation



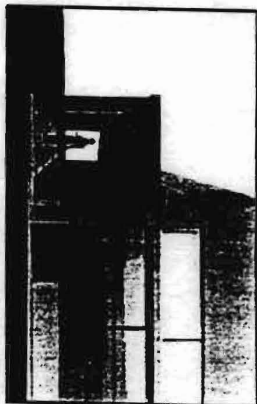
Southwest Perspective



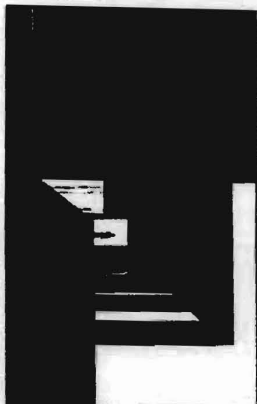
Southeast Perspective



Library Entrance



South Covered Walkway



West Covered Walkway

Hollywood Community Library

02.14.03

SINGER ARCHITECTS
1100 N. GARDEN AVENUE
SUITE 200
DENVER, CO 80202
TEL: 303.733.1100
WWW.SINGERARCHITECTS.COM

SECOND AMENDMENT
to
INTERLOCAL AGREEMENT
between
BROWARD COUNTY
and
CITY OF HOLLYWOOD
for
DEVELOPMENT OF A PUBLIC LIBRARY

R-2003-188

SECOND AMENDMENT
TO
INTERLOCAL AGREEMENT
BETWEEN
BROWARD COUNTY
AND
CITY OF HOLLYWOOD
FOR DEVELOPMENT OF A PUBLIC LIBRARY

This is the Second Amendment to the May 14, 2002 Interlocal Agreement (Agreement) between Broward County, a political subdivision of the State of Florida, its successors and assigns, ("COUNTY"), and the City of Hollywood, a Florida municipal corporation organized and existing under the laws of the State of Florida, its successors and assigns ("CITY"), collectively referred to as "the Parties."

WHEREAS, the Parties desire to alter the current Library design to accommodate additional floors beyond the contemplated second (2nd) floor shell; NOW THEREFORE,

In consideration of the mutual terms and conditions, promises, covenants and considerations hereinafter set forth, the Parties agree as follows:

- 1. Paragraph 7.8 of the original Agreement shall be deleted in its entirety and is replaced with the following amended paragraph:
- 7.8 The parties agree that the City may construct, maintain, possess and use in its future discretion, up to three (3) stories atop the Library. With respect to the Library construction, COUNTY shall design and construct the foundation and structure of the one story Library to accommodate an additional three (3) stories above it for the CITY. Concurrently with the construction of the first floor of the Library, the COUNTY shall also construct for the CITY a second (2nd) story shell. Said second (2nd) story shell shall be initially designed and constructed in such a manner that will easily accommodate two (2) additional stories above it. The CITY will pay the COUNTY a separate sum of Two Million Ninety Three Thousand Eight Hundred Twenty Dollars (\$2,093,820.00) to financially contribute to the design

and construction project costs associated with making the building structurally capable of supporting three (3) floors above the first floor. The aforementioned sum will be payable in accordance with the progress payment schedule which is attached as Exhibit "C-1" and made a part of this Agreement. This consideration is independently granted and received to assure that the Library is built in a manner that facilitates the addition of up to three (3) stories beyond the first floor including, but not limited to, any necessary construction affecting additional lobby space, stairwell, elevator shaft, piston, and other building requirements. Furthermore, should COUNTY suspend its progress payments to the contractor, be it Centex-Rooney or any successor, assignee, joint venture, or the like, then CITY may likewise suspend progress payments to COUNTY until such time as the COUNTY resolves the issue that brought about the suspension of progress payments and reinstates payments to the contractor.

Furthermore, CITY and COUNTY understand and agree that each will pay its proportionate share of impact, connection, tapping, licensing, permitting and similarly related fees originating from its developmental portion of the Library building. These fees do not include the building permit fees included in the project construction cost and described in the Project's Guaranteed Maximum Price. CITY shall pay COUNTY for its share of the above-referenced fees upon written notification from COUNTY and within thirty (30) days of such written notice.

2. Paragraph 7, entitled CONSTRUCTION, shall be amended by adding Paragraph 7.9 as follows:

7.9 Upon CITY'S official decision to finish and proceed with occupying the second (2nd) story shell or any additional story atop the Library, CITY understands and agrees that all additional parking required by CITY'S Zoning and Land Development Regulations due to the 2nd story or any story's occupancy shall be provided solely by CITY. COUNTY shall be allowed to maintain at all times its designated parking spaces as described and agreed to under the First Amendment to the May 14, 2002 Interlocal Agreement.


3. Exhibit C shall be deleted in its entirety and replaced with Exhibit C-1, attached. All references to Exhibit C in the Agreement shall be deemed to reference Exhibit C-1, which is attached to this Amendment.

4. All other terms and conditions of the Agreement not inconsistent herewith shall remain in full force and effect and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the Parties have made and executed this Interlocal Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the 20 day of January, 2004, and CITY, signing by and through its Mayor, duly authorized to execute same.

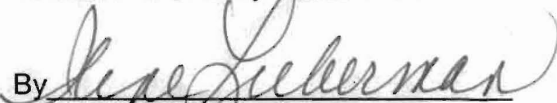
COUNTY

ATTEST:

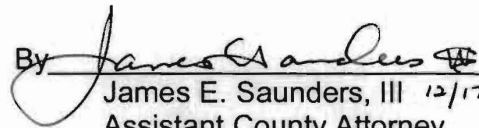

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners,
Broward County, Florida



BROWARD COUNTY, by and through
its Board of County Commissioners

By 
Ilene Lieberman, Mayor

Approved as to form by
EDWARD A. DION, County Attorney
for Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

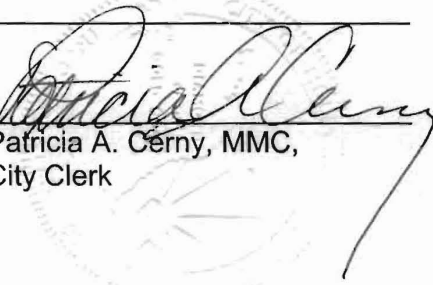
By 
James E. Saunders, III 12/17/03
Assistant County Attorney

SECOND AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF HOLLYWOOD FOR DEVELOPMENT OF A PUBLIC LIBRARY

CITY


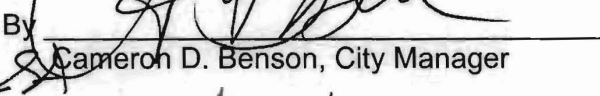
ATTEST:

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

By 
Patricia A. Cerny, MMC,
City Clerk

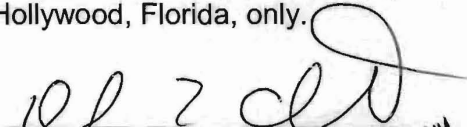
By 
Mara Giuliani, Mayor

10th day of December, 2003.

Approved by 
By 
Cameron D. Benson, City Manager

10th day of December, 2003.

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

By 
Daniel L. Abbott, City Attorney *DLA*

ERM/DCM/Library
Hollywood Circle 2nd Amendment.wpd
November 24, 2003

EXHIBIT C-1

Payment Schedule

The CITY will pay the COUNTY design costs for the foundation and other miscellaneous design costs to create a design that can accommodate a four story building including the design costs for the second floor shell as follows:

<u>Date Payment Due from City to County</u>	<u>Amount of Payment</u>
February 14, 2004	\$110,500.00

The CITY agrees to pay to the COUNTY the costs associated with COUNTY'S construction for the CITY of both the second floor shell and construction of the building to accommodate the future construction of the third and fourth floors and future build-out of the second floor shell, according to the following progress payment schedule:

<u>Date Payment Due from City to County</u>	<u>Amount of Payment</u>
March 14, 2004	\$ 25,000.00
April 15, 2004	\$100,000.00
May 15, 2004	\$125,000.00
June 15, 2004	\$125,000.00
July 15, 2004	\$250,000.00
August 15, 2004	\$250,000.00
September 15, 2004	\$250,000.00
October 15, 2004	\$300,000.00
November 15, 2004	\$300,000.00
December 15, 2004	\$258,320.00
TOTAL:	\$1,983,320.00

CORRECTED
SECOND AMENDMENT
TO
INTERLOCAL AGREEMENT
BETWEEN
BROWARD COUNTY
AND
CITY OF HOLLYWOOD
FOR DEVELOPMENT OF A PUBLIC LIBRARY

This is the **Corrected** Second Amendment to the May 14, 2002 Interlocal Agreement (Agreement) between Broward County, a political subdivision of the State of Florida, its successors and assigns, ("COUNTY"), and the City of Hollywood, a Florida municipal corporation organized and existing under the laws of the State of Florida, its successors and assigns ("CITY"), collectively referred to as "the Parties."

WHEREAS, the Parties desire to alter the current Library design to accommodate additional floors beyond the contemplated second (2nd) floor shell;

WHEREAS, on December 10, 2003, a Second Amendment to the Interlocal Agreement was signed by the CITY;

WHEREAS, on January 20, 2004, a Second Amendment to the Interlocal Agreement was signed by the COUNTY;

WHEREAS, due to a mistake, the agreed-upon payment amount due from the CITY to the COUNTY as stated in the Second Amendment did not include the \$442,000.00 for costs as outlined in the original Interlocal Agreement; thus, it was agreed that this Corrected Second Amendment to the Interlocal Agreement be executed; **NOW THEREFORE,**

CORRECTED SECOND AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF HOLLYWOOD FOR DEVELOPMENT OF A PUBLIC LIBRARY

In consideration of the mutual terms and conditions, promises, covenants and considerations hereinafter set forth, the Parties agree as follows:

1. Paragraph 7.8 of the original Agreement shall be deleted in its entirety and is replaced with the following amended paragraph:
- 7.8 The parties agree that the City may construct, maintain, possess and use in its future discretion, up to three (3) stories atop the Library. With respect to the Library construction, COUNTY shall design and construct the foundation and structure of the one story Library to accommodate an additional three (3) stories above it for the CITY. Concurrently with the construction of the first floor of the Library, the COUNTY shall also construct for the CITY a second (2nd) story shell. Said second (2nd) story shell shall be initially designed and constructed in such a manner that will easily accommodate two (2) additional stories above it. The CITY will pay the COUNTY a separate sum of Two Million Five Hundred Thirty Five Thousand Eight Hundred Twenty Dollars (\$2,535,820.00), hereinafter referred to as "CITY Contribution" to financially contribute to the design and construction project costs associated with making the building structurally capable of supporting three (3) floors above the first floor. The CITY Contribution will be payable in accordance with the progress payment schedule which is attached as Exhibit "C-1" and made a part of this Agreement. This consideration is independently granted and received to assure that the Library is built in a manner that facilitates the addition of up to three (3) stories beyond the first floor including, but not limited to, any necessary construction affecting additional lobby space, stairwell, elevator shaft, piston, and other building requirements. Furthermore, should COUNTY suspend its progress payments to the contractor, be it Centex-Rooney or any successor, assignee, joint venture, or the like, then CITY may likewise suspend progress payments to COUNTY until such time as the COUNTY resolves the issue that brought about the suspension of progress payments and reinstates payments to the contractor.

Furthermore, CITY and COUNTY understand and agree that each will pay its proportionate share of impact, connection, tapping, licensing, permitting and similarly related fees originating from its

CORRECTED SECOND AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF HOLLYWOOD FOR DEVELOPMENT OF A PUBLIC LIBRARY

developmental portion of the Library building. These fees do not include the building permit fees included in the project construction cost and described in the Project's Guaranteed Maximum Price. CITY shall pay COUNTY for its share of the above-referenced fees upon written notification from COUNTY and within thirty (30) days of such written notice.

2. Paragraph 7, entitled CONSTRUCTION, shall be amended by adding Paragraph 7.9 as follows:

7.9 Upon CITY'S official decision to finish and proceed with occupying the second (2nd) story shell or any additional story atop the Library, CITY understands and agrees that all additional parking required by CITY'S Zoning and Land Development Regulations due to the 2nd story or any story's occupancy shall be provided solely by CITY. COUNTY shall be allowed to maintain at all times its designated parking spaces as described and agreed to under the First Amendment to the May 14, 2002 Interlocal Agreement.

3. Exhibit C shall be deleted in its entirety and replaced with Exhibit C-1, attached and entitled, "Progress Payment Schedule for Corrected Second Amendment to Interlocal Agreement." All references to Exhibit C in the Agreement shall be deemed to reference Exhibit C-1, which is attached to this Amendment.

4. All other terms and conditions of the Agreement not inconsistent herewith shall remain in full force and effect and are to be performed at the level specified in the Agreement.


IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the 16 day of MARCH, 2004, and CITY, signing by and through its Mayor, duly authorized to execute same.

CORRECTED SECOND AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF HOLLYWOOD FOR DEVELOPMENT OF A PUBLIC LIBRARY

COUNTY

ATTEST:

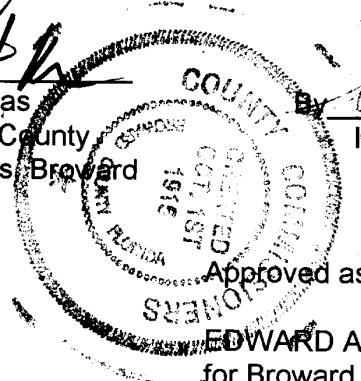
BROWARD COUNTY, by and through its Board of County Commissioners



Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners, Broward
County, Florida



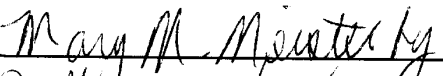
Ilene Lieberman, Mayor

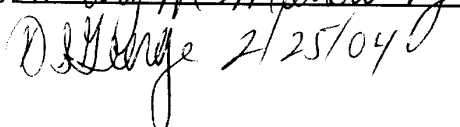


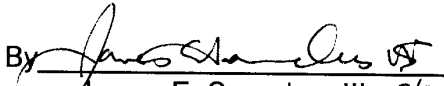
Approved as to form by

EDWARD A. DION, County Attorney
for 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 

 2/25/04

By 

James E. Saunders III 2/25/04
Assistant County Attorney

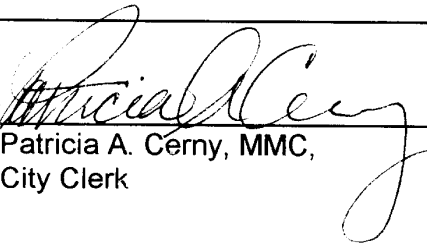
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CORRECTED SECOND AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF HOLLYWOOD FOR DEVELOPMENT OF A PUBLIC LIBRARY

CITY



ATTEST:

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

By 
Patricia A. Cerny, MMC,
City Clerk

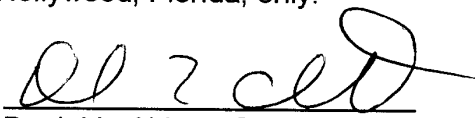
By 
Mara Giuliani, Mayor

20 day of February, 2004.

Approved by: 
By 
Cameron D. Benson, City Manager

20 day of February, 2004.

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

By 
Daniel L. Abbott, City Attorney

THIRD AMENDMENT
TO
INTERLOCAL AGREEMENT
BETWEEN
BROWARD COUNTY
AND
CITY OF HOLLYWOOD
FOR DEVELOPMENT OF A PUBLIC LIBRARY

This Third Amendment to Interlocal Agreement ("Third Amendment") is made by and between Broward County, a political subdivision of the State of Florida, its successors and assigns, ("COUNTY"), and the City of Hollywood, a Florida municipal corporation organized and existing under the laws of the State of Florida, its successors and assigns ("CITY"), collectively referred to as "the Parties."

WHEREAS, on May 14, 2002 the Parties entered into an Interlocal Agreement ("Agreement"); and

WHEREAS, in 2003 the Parties executed an amendment to the Agreement ("First Amendment") to accommodate fifty-nine (59) parking spaces on the CITY's property on City Hall Circle; and

WHEREAS, in 2003 the Parties executed a second amendment to the Agreement ("Second Amendment") to accommodate additional floors to the Library design; and

WHEREAS, in 2004 the Parties executed a corrected Second Amendment ("Corrected Second Amendment") amending the agreed-upon payment amount due from the CITY to the COUNTY; and

WHEREAS, the Parties now desire to amend the Agreement for the construction of a Veteran's Memorial on the CITY's property on City Hall Circle;

NOW THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and considerations hereinafter set forth, the Parties agree as follows:

1. Paragraph 1, DESCRIPTION OF LAND, shall be amended as follows:

CITY hereby agrees to lease the library site in city Hall Circle more particularly described in Exhibit "A" hereto (the "Premises") to COUNTY for a term of 99 years at a rate of one dollar (\$1.00) per year, and other good and valuable considerations and to provide COUNTY appurtenant rights benefiting the Premise for the tem of the Lease for vehicular parking for not more than 120 cars and not less than 110 cars, ingress and egress, maintenance of signs, book drops and a dumpster complying with City Code requirements on the terms and conditions set forth in the Ground Lease attached hereto as Exhibit "B" (the Lease). It is specifically understood that the Premise includes only one story for the Library, and that City maintains and reserves the air rights above the first story for possible construction of additional stories, pursuant to Section 7.8. CITY shall additionally construct and maintain a Veteran's Memorial on City Hall Circle as more particularly described in Exhibit "A" attached to the Third Amendment to Interlocal Agreement.

2. Paragraph 2, CONVEYANCE, shall be amended as follows:

Pursuant to Section 3 herein, CITY shall deliver the Lease pursuant to which County shall have the right to use the Premises for a period of ninety-nine (99) years for the construction, maintenance, and operation of a public library and related services. CITY shall have good and clear record marketable and insurable title to the Premises and City Hall Circle (together the "Real Property"), subject only to: (a) building and zoning laws, ordinances, state and federal regulations; (b) restrictions relating to use of the property recorded in the Official Records and not adversely affecting the proposed use; (c) reservation of any mineral rights by the state of Florida; and reservation of air rights by the CITY; ~~and~~ (d) utility and drainage easements which do not interfere with the proposed use of the Real Property; and (e) Veteran's Memorial as depicted in Exhibit "A" attached to the Third Amendment to Interlocal Agreement. COUNTY may waive any title defect by written notice to CITY.

3. Paragraph 7, CONSTRUCTION, shall be amended as follows:

7.9 The Parties agree that the CITY shall construct, maintain, and possess a Veteran's Memorial on City Hall Circle. The Veteran's Memorial will be located off the main entry drive, southeast of the Library. The Veteran's Memorial will include relocated plaques and monuments from the Memorial presently located at Young Circle Park, commemorating veterans of World War II and the Korean War. It will additionally house a new memorial honoring Korean War veterans, veterans of the Iraqi War, and other mementos as may be deemed appropriate by the CITY.

The proposed layout of the Veteran's Memorial will be circular with a low knee wall on one side and a taller wall on the opposite side, with a sloped face for plaque display. Pavers will be installed and the layout will tie in with other footpaths, as depicted in Exhibit "A" attached hereto and incorporated herein by reference.

Further, the CITY agrees to pay for all costs associated with the construction and installation of the Veteran's Memorial. The CITY agrees to keep the Veteran's Memorial in a clean and attractive state of appearance and in good repair and shall be fully responsible for maintenance and repair costs.

4. Paragraph 8, USE OF PREMISES, shall be amended as follows:

COUNTY shall use the Premise for public library purposes and agrees to operate the Library as part of a COUNTY public library system which shall include, but not be limited to, providing library staff, library books, library materials, library equipment, and library services. In the event COUNTY uses the Premises for other than library purposes, CITY shall have the right to give written notice to COUNTY demanding discontinuation of the improper use. If COUNTY does not discontinue the improper use there shall be a default under the Lease, CITY may terminate the Lease and Premises shall revert to CITY. COUNTY shall be responsible for costs of operating and staffing the Library. The Parties acknowledge that CITY shall erect a Veteran's Memorial on that portion of the Premises as depicted in Exhibit "A" attached to the Third Amendment to Interlocal Agreement.

5. Except as set forth in the Third Amendment of the Interlocal Agreement, all other terms and conditions of the Interlocal Agreement not inconsistent herewith shall


remain in full force and effect and are to be performed at the level specified in the Interlocal Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the 7th day of June, 2005, and CITY, signing by and through its Mayor, duly authorized to execute same.

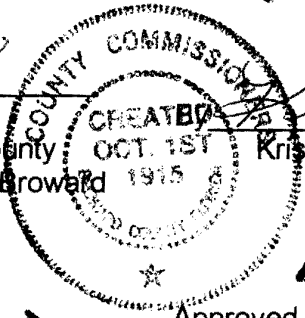
COUNTY


ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners



Broward County Administrator, as Ex-officio Clerk of the Broward County Board of County Commissioners, Broward County, Florida



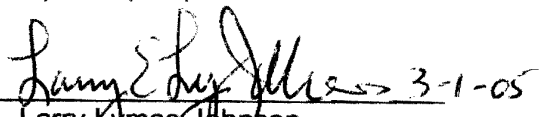

Kristin D. Jacobs, Mayor 6/7/05

Approved as to form by

SHARON L. CRUZ,
Interim County Attorney for
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 

By  3-1-05
Larry Lyman Johnson
Deputy County Attorney

THIRD AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF HOLLYWOOD FOR CONSTRUCTION OF A VETERANS MEMORIAL ADJACENT TO THE NEW LIBRARY AT CITY HALL CIRCLE.

CITY

ATTEST:

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

By Patricia A. Cerny
Patricia A. Cerny, MMC,
City Clerk

By Mara Giuliani
Mara Giuliani, Mayor

11 day of February, 2005.

Approved by:

By Cameron D. Benson
Cameron D. Benson, City Manager

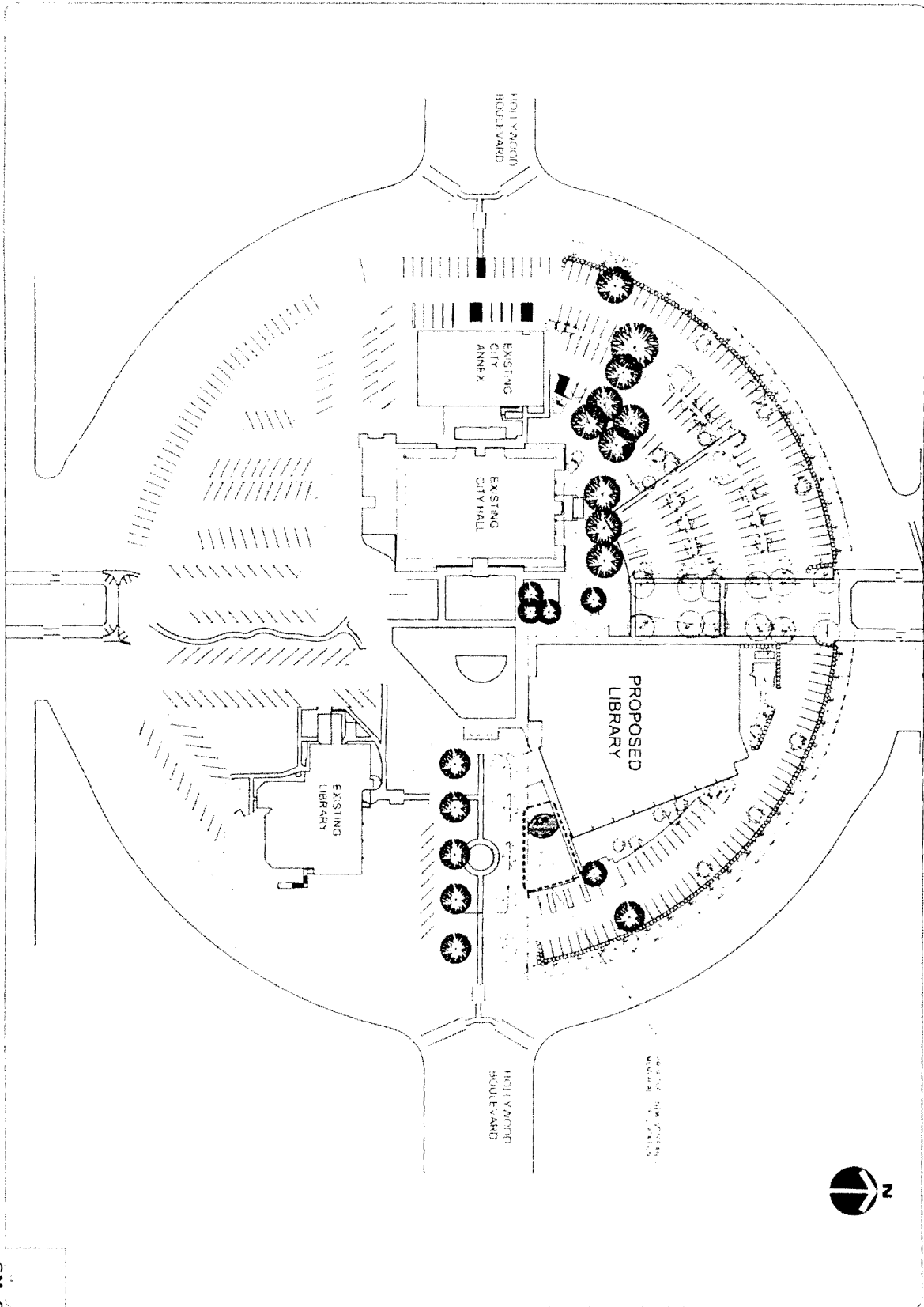
11 day of February, 2005.

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

By Daniel L. Abbott
Daniel L. Abbott, City Attorney

S:\Projects\City Manager\CM-00-021 Broward County Library at City Hall\Commission Items\Hollywood Circle 3rd Amendment to Interlocal Agreement-revised sig block.doc

R-2005-21



CM 00-020
1 OF 1

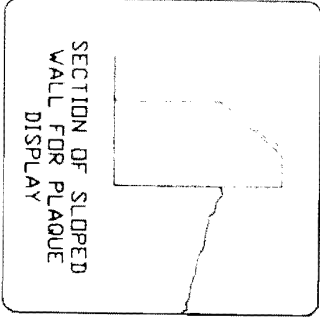
SHEET
1

**HOLLYWOOD CITY HALL CIRCLE
MASTER PLAN & SITE IMPROVEMENTS
SITE PLAN**

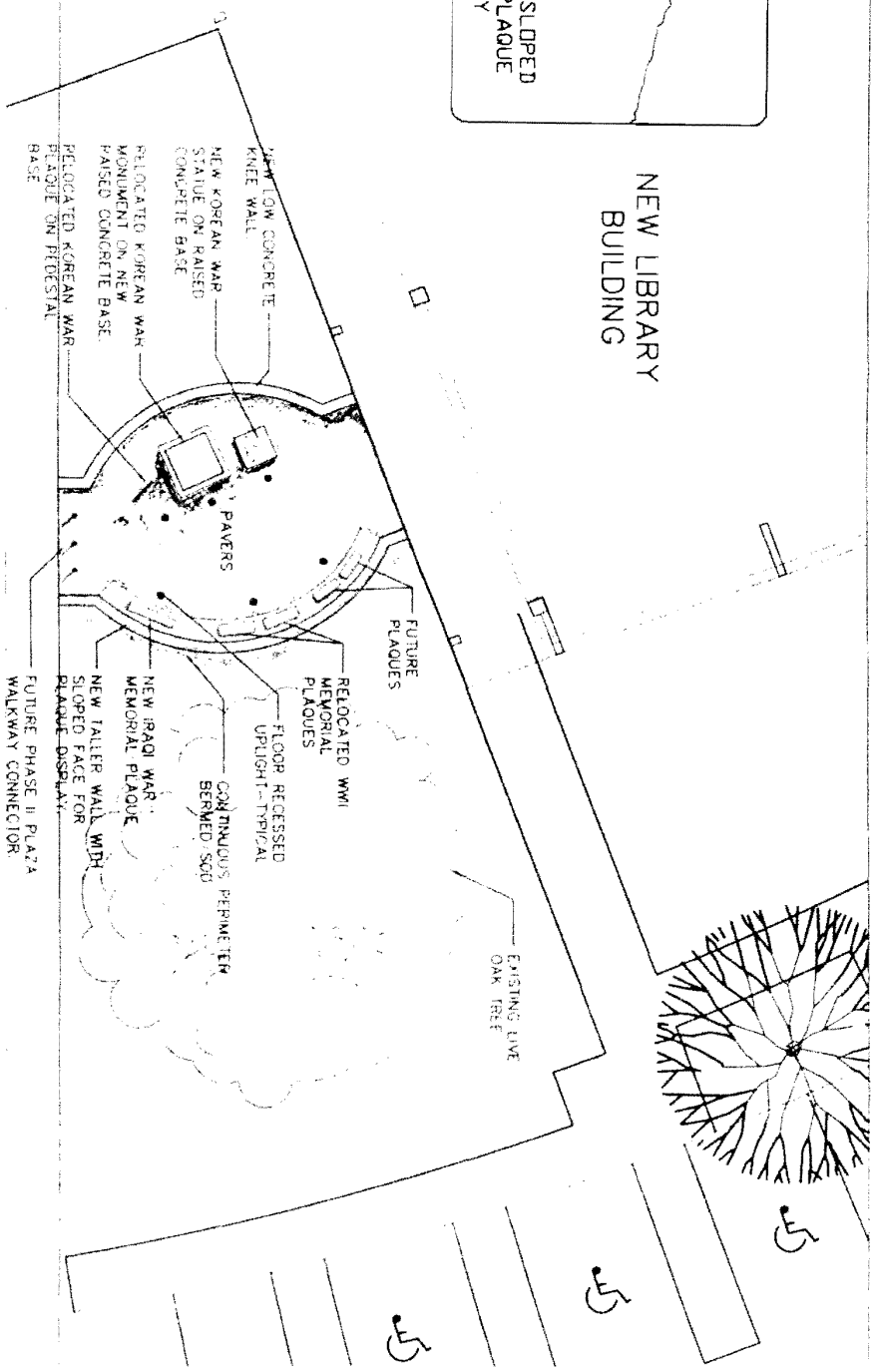
City of Hollywood, Florida
Department of Design and
Construction Management

City of Hollywood, Florida
Department of Design and
Construction Management





NEW LIBRARY BUILDING



PROPOSED CITY HALL CIRCLE VETERANS' MEMORIAL - SITE PLAN

SCALE: 1"=20'

SHEET
1
1 OF 1

SCALE: 1"=20'	CASE NO. MEMO-147
DATE: 04-02-04	FILE NO. 02-190-000
DESIGNED: S.O.	ACCT. NO.
DRAWN: B.C.A.	SENIOR PROJECT MANAGER
CHECKED:	

Exhibit D
Veterans' Memorial

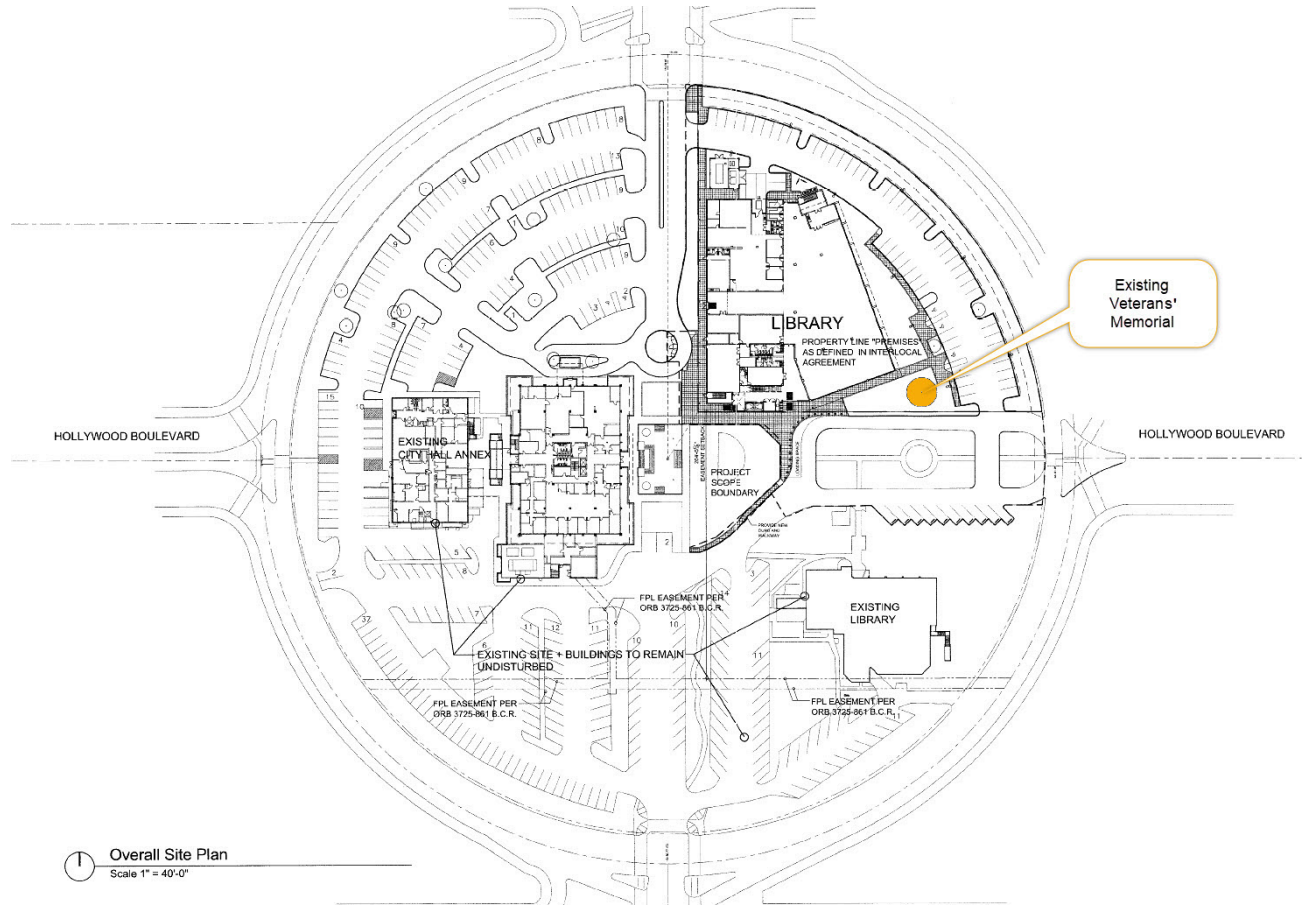


Exhibit E
Landlord's Floor

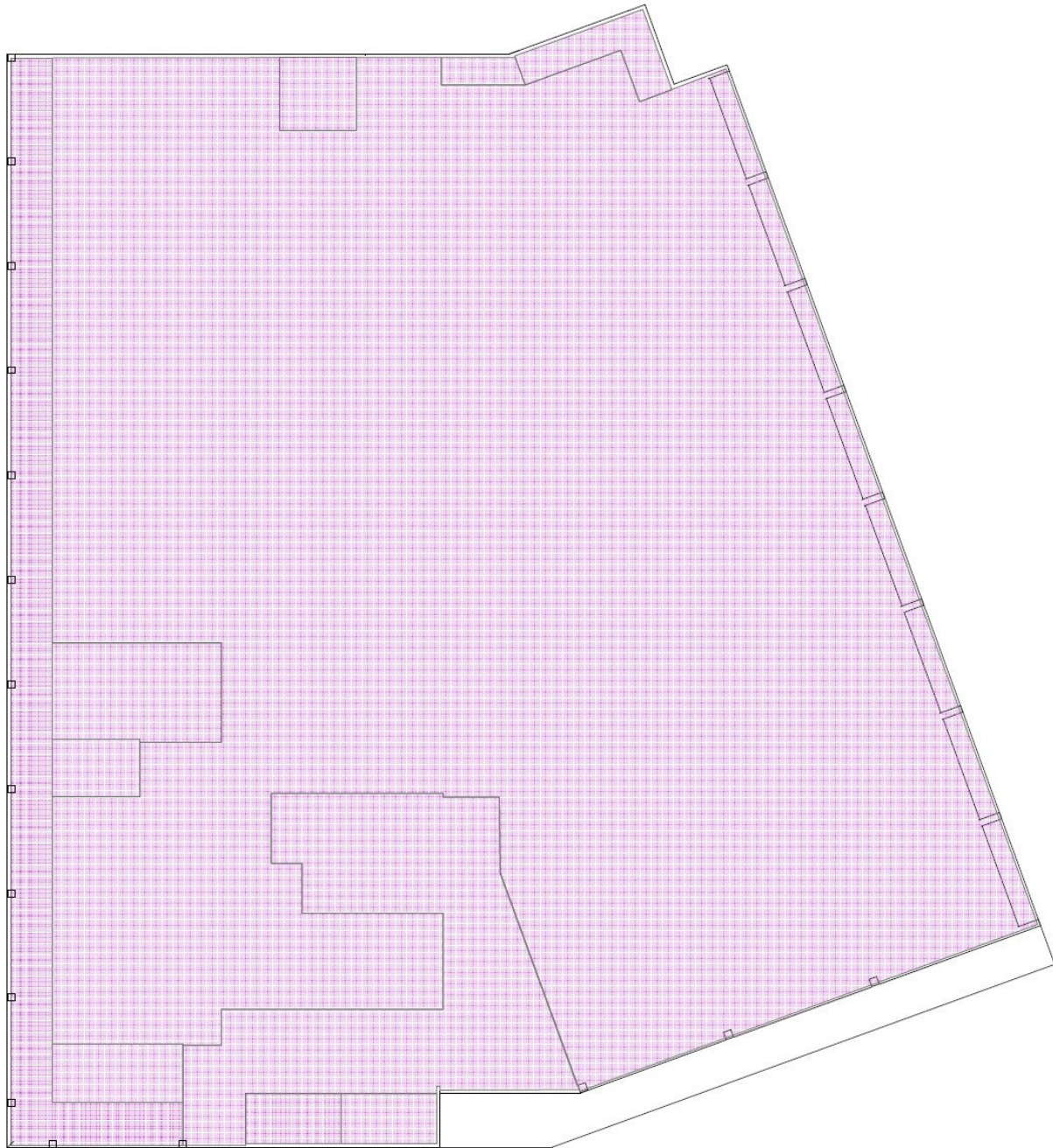


First Floor



Landlord's Floor Area

Exhibit E
Landlord's Floor



Second Floor



Landlord's Floor Area

Exhibit F

Common Areas and Bathrooms



 Common Areas and Bathrooms