

RESOLUTION NO. R-2002-58

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE ATTACHED INTERLOCAL AGREEMENT AND GROUND LEASE AGREEMENT WITH BROWARD COUNTY, FOR THE CONSTRUCTION OF A COMMUNITY LIBRARY WITH THE CITY OF HOLLYWOOD FUNDING ADDITIONAL STRUCTURAL COMPONENTS TO ALLOW FOR A SECOND FLOOR AT A COST OF \$442,000.00, TO BE BUILT ON THE NORTH QUADRANT OF GENERAL JOSEPH W. WATSON (CITY HALL) CIRCLE.

WHEREAS, On December 8, 1998, the Broward County Commission approved the placement of a bond referendum for the construction of public libraries throughout Broward County; and

WHEREAS, on January 20, 1999, the Hollywood City Commission passed Resolution No. R-99-26 supporting the library bond; and

WHEREAS, on March 9, 1999, 75% of Broward County's registered voters approved the library bond referendum for \$139.9 million, of which \$6.1 million was awarded to the City of Hollywood to be utilized for the design and construction of a new library facility in the City of Hollywood; and

WHEREAS, following the April 7, 1999 City Commission meeting where the Commission requested further analysis of recommended library sites be conducted by a library consultant, staff hired Providence Associates, Inc. Library Planners Consultants to prepare an extensive analysis of sites throughout the City of Hollywood to determine the best location; and

WHEREAS, a final financial and site plan analysis by Providence Associates, Inc. Library Planners Consultants along with Don Singer Architects recommended the General Joseph W. Watson (City Hall) Circle site over all other sites; and

WHEREAS, on September 8, 1999, the Hollywood City Commission unanimously voted to approve Resolution No. R-99-291 accepting the City Hall Circle site as the best site for the library; and

WHEREAS, the City Hall Circle site was recommended to Broward County, and was selected as the site to build a new library facility in the City of Hollywood; and

WHEREAS, the facility recommended by the Consultant calls for a 30,000 square foot building with no more than 120 spaces designated for parking in relation to the facility; and

WHEREAS, there were discussions and analyses completed regarding design and development options for the library facility, which resulted in alternatives for consideration by the City Commission; and

WHEREAS, staff recommended that in conjunction with the negotiation of an Interlocal Agreement and Ground Lease Agreement, the City move forward with a design and development alternative for the project; and

WHEREAS, staff recommended that the renovations scheduled for City Hall Circle and the site development work (i.e. parking, landscape, drainage, lighting, etc.) should move forward as an integral part of the overall development of the City Hall site, either concurrently or funded in future years of the Capital Improvement Program (CIP); and

WHEREAS, on November 21, 2001, the Hollywood City Commission passed Resolution No. R-2001-387, approving and adopting staff's recommendation of Alternative 5 which proposed a single story building for the Library that will accommodate the construction of a future second story for municipal office spaces, including preparation of the foundations and other structural components of the building for a second floor, including stairway, elevator shaft and piston, increased by 1,500 S.F. per floor to accommodate the required stairway(s), elevator shaft and Lobby, at a cost of \$487,080.00 to the City, of which \$442,000.00 will be paid to Broward County, and authorized the appropriate City officials to negotiate an Interlocal Agreement and Ground Lease Agreement; and

WHEREAS, an Interlocal Agreement has been negotiated between the City of Hollywood and Broward County regarding the agreed upon development alternative; and

WHEREAS, it is imperative the City utilize the allocated \$6.1 million for library development, which became available October 1, 1999;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That the City Commission hereby approves the negotiated Interlocal Agreement and Ground Lease Agreement with Broward County, for the construction of a community library, to be built on the north quadrant of City Hall Circle.

Section 2: That, in conjunction with the Interlocal Agreement and Ground Lease Agreement, the City Commission approves the development alternative

RESOLUTION NO. R-2002-58 APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE ATTACHED INTERLOCAL AGREEMENT AND GROUND LEASE AGREEMENT WITH BROWARD COUNTY, FOR THE CONSTRUCTION OF A COMMUNITY LIBRARY.

proposing a single story building for the Library that will accommodate the construction of a future second story for municipal office spaces, including preparation of the foundations and other structural components of the building for a second floor, including stairway, elevator shaft and piston, increased by 1,500 S.F. per floor to accommodate the required stairway(s), elevator shaft and Lobby, at a cost of \$487,080.00 to the City, of which \$442,000.00 will be paid to Broward County for future construction accommodations.

Section 3: That this resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 6 day of MARCH, 2002.

Mara Giuliani
MARA GIULIANTI, MAYOR

ATTEST:

Patricia A. Cerny
PATRICIA A. CERNY, CMC/AE, CITY CLERK

APPROVED AS TO FORM & LEGALITY
for the use and reliance of the
City of Hollywood, Florida only

D. L. Abbott
DANIEL L. ABBOTT, CITY ATTORNEY *FOR*

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 ____ day of _____, 20____, and CITY, signing by and through its _____, 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 _____
Lori Nance Parrish, Chair

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 _____

By _____
Daphne E. Jones
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 _____

Mara Giuliani, Mayor

By _____
Patricia A. Cerny, CMC/AEE
City Clerk

____ day of _____, 20____.

Approved by:

By _____

Samuel A. Finz, City Manager

____ day of _____, 20____.

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

By _____
Daniel L. Abbott, City Attorney

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

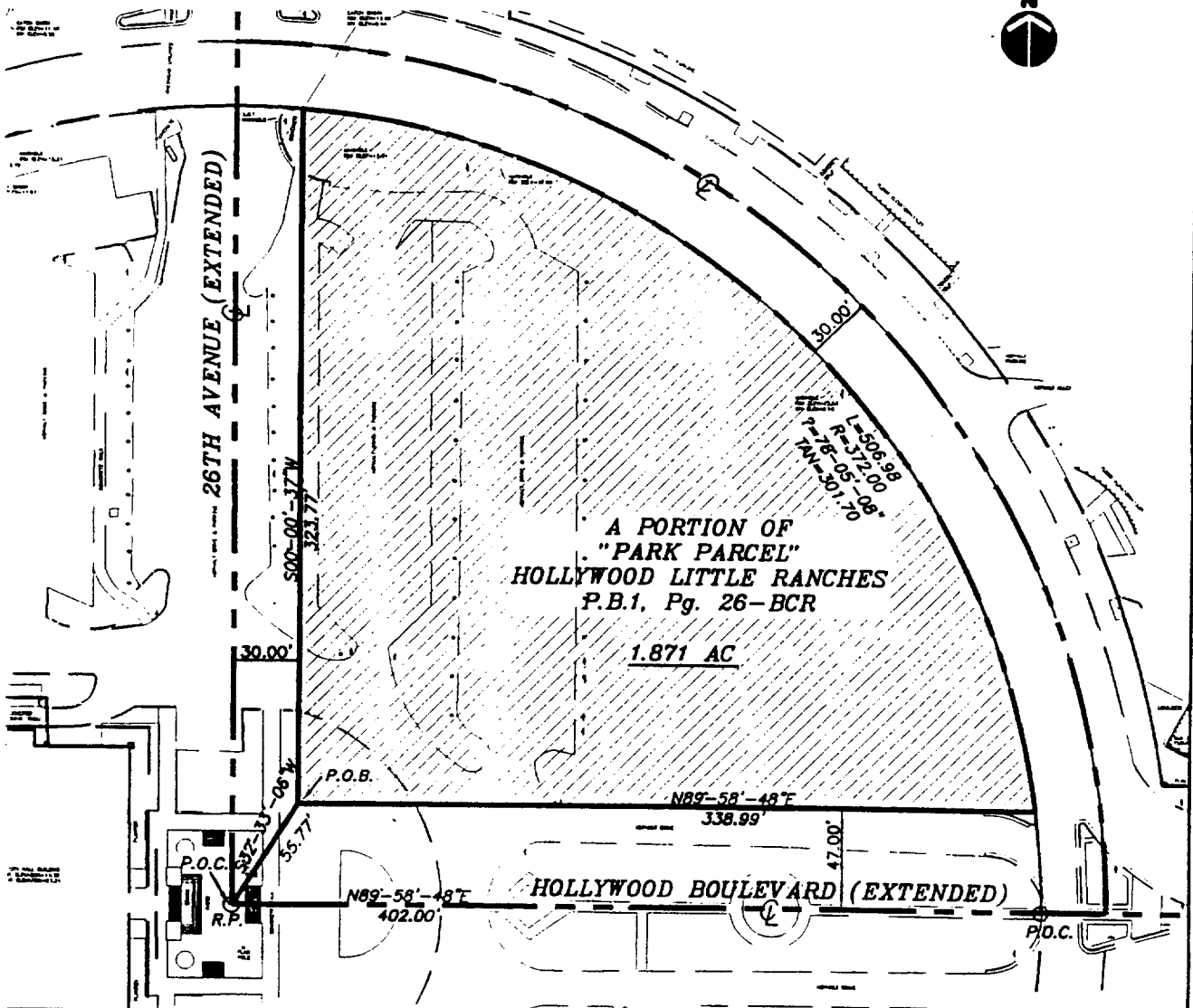
EXHIBIT A

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 61G17-6 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: N.T.S.
CADD.DWG No. PLS02-01	DRAWN BY: J.M.P.
	CHECKED BY:
SURVEY DATE:	SHEET No. 1 OF 1

EXHIBIT B

Ground Lease

GROUND LEASE

This GROUND LEASE (the "Lease"), made by and between: THE CITY OF HOLLYWOOD, a Florida municipal corporation (hereinafter referred to as LANDLORD); and BROWARD COUNTY, a political subdivision of the State of Florida, by its Board of County Commissioners (hereinafter referred to as TENANT).

W I T N E S S E T H:

In consideration of the mutual covenants hereinafter contained, it is hereby mutually agreed by and between the Parties as follows:

1. DESCRIPTION, TERM AND RENT:

- 1.1 LANDLORD hereby leases unto TENANT approximately ____ square feet at the address of ____ situate in the City of Hollywood, County of Broward, State of Florida as more particularly shown on Exhibit A hereto (the "Premises"), being a portion of the LANDLORD's property known as "City Hall Circle" for the term of ninety nine (99) years commencing on the 1st day of ____, A.D., ____, and terminating on the 31st day of ____, A.D., 21__, plus any renewals exercised per this Lease, for the total rental of One Dollar (\$1.00), and the agreements of TENANT in paragraph 2 hereof, the receipt and sufficiency of which LANDLORD acknowledges.
- 1.2. LANDLORD hereby grants TENANT the following rights appurtenant to the lease of the Premises:
 - 1.2.1 The right to use the roadways, parking areas, sidewalks and promenades in City Hall Circle in common with other users of City Hall Circle, for vehicular and pedestrian access to and egress from the Premises and the parking areas.
 - 1.2.2 The right to maintain a dumpster, bookdrops and signs as reasonably required for the normal use of the Premises as a public library in such locations as the parties shall mutually agree.
 - 1.2.3 Designated parking for not more than 120 cars and not less than 110 cars for the patrons, staff and service personnel for the library facility in parking areas in City Hall Circle adjacent to the Premises.
 - 1.2.4 The right to utilize portions of City Hall Circle adjacent to the Premises for the staging of construction equipment and supplies as reasonably required for the construction of improvements on the Premises.

2. 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 Building during the term of this Lease in accordance with the Interlocal Agreement. The Building and all additions, modifications and alterations thereto shall be the property of the TENANT during the term of this Lease.

3. USE OF PREMISES:

TENANT may use and occupy the Premises for the construction and operation of a public library in accordance with the Interlocal Agreement. TENANT covenants that no nuisance or hazardous trade or occupation shall be permitted or carried on in or upon the Premises.

4. UTILITIES AND OTHER SERVICES:

All utilities, services and expenses shall be paid by TENANT.

5. ALTERATIONS AND IMPROVEMENTS:

Unless otherwise prohibited by the terms of this Lease, TENANT may, at its own expense, make such changes, alterations, additions and improvements to the Premises as it may deem necessary or expedient in its operation. All alterations and improvements which are permanently affixed to the land shall be the property of TENANT until such time as this Lease is terminated.

6. HOLD OVER BY TENANT:

TENANT may hold over and remain in possession of the Premises after the expiration of this Lease which shall only operate to create a month-to-month tenancy upon the same terms and conditions as are set forth in this Lease, which may be terminated by either party at the end of any month upon thirty (30) days' prior written notice by certified U.S. mail to the other. Double rent shall not be charged under this section.

7. ASSIGNMENT OR SUBLETTING:

TENANT may assign or sublet all or portions of the Premises for the remainder of the term with the approval of LANDLORD, which approval LANDLORD shall not unreasonably delay or withhold, provided that the Premises continue to be used principally for a public library. LANDLORD herein grants its consent for such assignment without the necessity of further action. LANDLORD may require an assignee to sign an assignment agreement wherein the assignee will assume the terms of this Lease. Should TENANT assign this Lease, TENANT shall be relieved from all liability under the Lease; however, should TENANT sublease the premises, TENANT will remain secondarily liable under the Lease in the event the Sublessee defaults.

8. SURRENDER UPON TERMINATION:

TENANT agrees that upon expiration of the lease term, or upon the termination of the Lease for any cause, it will, upon written notification by certified U.S. mail, peaceably surrender and deliver the premises to LANDLORD, its agents or assigns.

9. RECOVERY OF POSSESSION ON DEFAULT:

In the event that the Premises are not used principally for the purposes permitted herein LANDLORD may give TENANT notice thereof, by certified U.S. mail, and if TENANT shall fail to remedy such default within ninety (90) days after receipt of such notice, or if such default is of a nature that it cannot be cured within ninety (90) days, if TENANT shall not have taken action to commence to cure such default and be diligently pursuing the same, LANDLORD shall have the right to institute proceedings for the recovery of possession of the Premises.

10. CHANGE IN OWNERSHIP:

Should LANDLORD sell the Premises herein, it shall immediately, together with the new owners, notify TENANT by certified U.S. mail, of the identity of the new owners to whom and where future rentals shall be paid. Should either LANDLORD or the new owners fail to notify TENANT, TENANT shall be entitled to treat LANDLORD as the property owner until such notice is received from both LANDLORD and new owner.

11. DAMAGE TO PREMISES:

TENANT agrees that all property placed on the Premises shall be at the risk of TENANT, and that TENANT shall be solely responsible for the repair, maintenance, and operation of the Building during the term of this Lease.

12. FIRE OR OTHER CASUALTY:

If the Premises are rendered untenable by the elements or any other cause, or if the Premises are destroyed by the elements or any other cause, or so nearly destroyed as to require substantial rebuilding, TENANT shall have the option in its sole discretion to rebuild the Premises or to terminate this Lease. In the event that TENANT elects not to rebuild, this Lease shall cease and come to an end, and TENANT shall have no further liability hereunder.

13. REPAIRS:

LANDLORD covenants to keep the exterior grounds serving the Premises in good repair, so far as concerns TENANT.

Exterior maintenance, including without limitation, the landscaping, cutting, mulching, pruning and similar maintenance of all foliage; routine and non-routine maintenance 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 expense. If LANDLORD fails, within a reasonable time after request, to make such repairs 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 repairs made at the expense of LANDLORD, and LANDLORD shall reimburse TENANT upon presentation of a certified TENANT invoice detailing the repairs made and the expense incurred.

14. WAIVER:

Failure of either party to insist upon strict performance of any covenant or condition of this Lease, or to exercise any right or option herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right of election; but the same shall remain in full force and effect. None of the conditions, covenants and provisions of this Lease shall be waived or modified except by the Parties hereto in writing.

15. INSURANCE:

TENANT agrees that during the term hereof it will, at its expense, keep the Premises insured against loss or damage by fire, together with extended coverage to the extent of replacement value thereof, including plate glass insurance. The proceeds of such insurance shall be payable to and belong to TENANT.

16. ENVIRONMENTAL CONTAMINATION:

LANDLORD represents and warrants to TENANT that as of the date of execution of this Lease, neither LANDLORD, nor to the best of LANDLORD'S knowledge, any third party has used, produced, manufactured, stored, disposed of or discharged any hazardous wastes or toxic substances in, under or about the Premises during the time in which LANDLORD owned the Premises.

17. RADON GAS:

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Public Health Unit of Broward County.

18. NOTICES:

Any notice or demand, which, under the terms of this Lease or by any statute or ordinance, must or may be given or made by a Party hereto, shall be in writing and shall be given by certified or registered U.S. mail sent to the other Party at the address of its principal office herein mentioned, or to such other address as such Party may from time to time designate by notice. Notice to TENANT shall be addressed to:

County Administrator
Broward County Governmental Center, Room 409
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

With a copy to:

Real Property Section
Broward County Governmental Center, Room 326
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

Notice to the LANDLORD shall be addressed to:

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

19. TERMS:

Every term of this Lease shall be deemed and construed to be of the essence thereof, and any breach shall be deemed and construed to be the very substance of this Lease.

20. SUCCESSORS; ASSIGNS:

This Lease shall inure to and be binding upon the successors and authorized assigns of the Parties.

21. RIGHT TO MORTGAGE AND SELL:

LANDLORD may not encumber the Premises by mortgage or mortgages without the prior written consent of TENANT. LANDLORD may sell the Premises as set forth herein; however, this Lease shall be expressly assumed by LANDLORD's vendee. LANDLORD shall give the TENANT prior written notice at least 30 days before the sale of the Premises. Such notice shall be given in the manner specified for notices under this Lease.

22. COPIES OF LEASE:

This Lease shall be executed in triplicate original copies, each copy of which, bearing original signatures, is to have the force and effect of an original document.

23. PRIOR AGREEMENTS:

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Lease that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document utilizing the same formalities as were used in the execution of this Lease.

24. APPLICABLE LAW AND VENUE:

This Lease shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Lease shall be in Broward County, Florida.

25. CONDEMNATION:

TENANT reserves unto itself, and LANDLORD assigns to TENANT, all right to damages accruing on account of any taking or condemnation of all or any part of the Premises, or by reason of any act of any public or quasi-public authority for which damages are payable. LANDLORD agrees to execute such instruments or assignments as may be required by TENANT, to join with TENANT in any petition for the recovery of damages, if requested by TENANT, and to turn over to TENANT any such damages that may be recovered in any such proceeding. TENANT does not reserve to itself, and LANDLORD does not assign to TENANT, any damages payable for the value of the land alone, excluding the Building and the improvements to the Land. TENANT shall also retain all damages for any trade fixtures installed by TENANT on the Premises or on City Hall Circle at its cost and expense, whether or not the same are part of the realty, or for any damages for interruption to the business of TENANT.

26. PUBLIC ENTITY CRIMES ACT:

LANDLORD represents that the execution of this Lease will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to TENANT and may not submit bids on leases of real property to TENANT for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Lease and recovery of all monies paid hereto.

In addition to the foregoing, LANDLORD further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether LANDLORD has been placed on the convicted vendor list.

27. INDEPENDENT CONTRACTOR:

LANDLORD is an independent contractor under this Lease. Services provided by LANDLORD shall be subject to the supervision of LANDLORD, and such services shall not be provided by LANDLORD or its agents as officers, employees, or agents of the TENANT.

28. THIRD PARTY BENEFICIARIES:

Neither LANDLORD nor TENANT intend to directly or substantially benefit a third party by this Lease. Therefore, the parties agree that there are no third party beneficiaries to this Lease and that no third party shall be entitled to assert a claim against either of them based upon this Lease. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Lease.

29. COMPLIANCE WITH LAWS:

LANDLORD shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Lease.

30. SEVERANCE:

In the event this Lease or a portion of this Lease is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless TENANT or LANDLORD elects to terminate this Lease. Any election to terminate this Lease based upon this section shall be made within seven (7) days after the finding by the court becomes final.

31. JOINT PREPARATION:

Preparation of this Lease has been a joint effort of TENANT and LANDLORD and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

32. PRIORITY OF PROVISIONS:

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Lease by reference and a term, statement, requirement, or provision of this Lease, the term, statement, requirement, or provision contained in this Lease shall prevail and be given effect.

33. RECORDING:

A memorandum of this Lease in the form attached hereto as Exhibit "C" shall be recorded in the public records of Broward County.

34. OTHER PROVISIONS:

Any additional provisions entered into any the time of execution of this Lease shall require approval of the parties by initialing at the bottom of any additional page(s), which must be affixed to the Lease.

IN WITNESS WHEREOF, LANDLORD and TENANT have executed this Lease on the dates hereinafter subscribed.

LANDLORD

WITNESSES:

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

By _____
Mara Giuliani, Mayor

____ day of _____, 20____.

ATTEST:

Approved by:

By _____
Patricia A. Cerny, CMC/AAE
City Clerk

By _____
Samuel A. Finz, City Manager

____ day of _____, 20____.

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

By _____
Daniel L. Abbott, City Attorney

Ground Lease between the City of Hollywood and Broward County

TENANT

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

County Administrator and Ex-Officio
Clerk of the Board of County
County Commissioners of
Broward County, Florida

By: _____
Chair

_____ day of _____, 20____.

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

By _____
ANITRA D. LANCZI
Assistant County Attorney

This Lease is subject to the approval of the Board of County Commissioners as a
condition precedent to its validity.

ADL:smc
03/12/01
#01-089

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EXHIBIT C

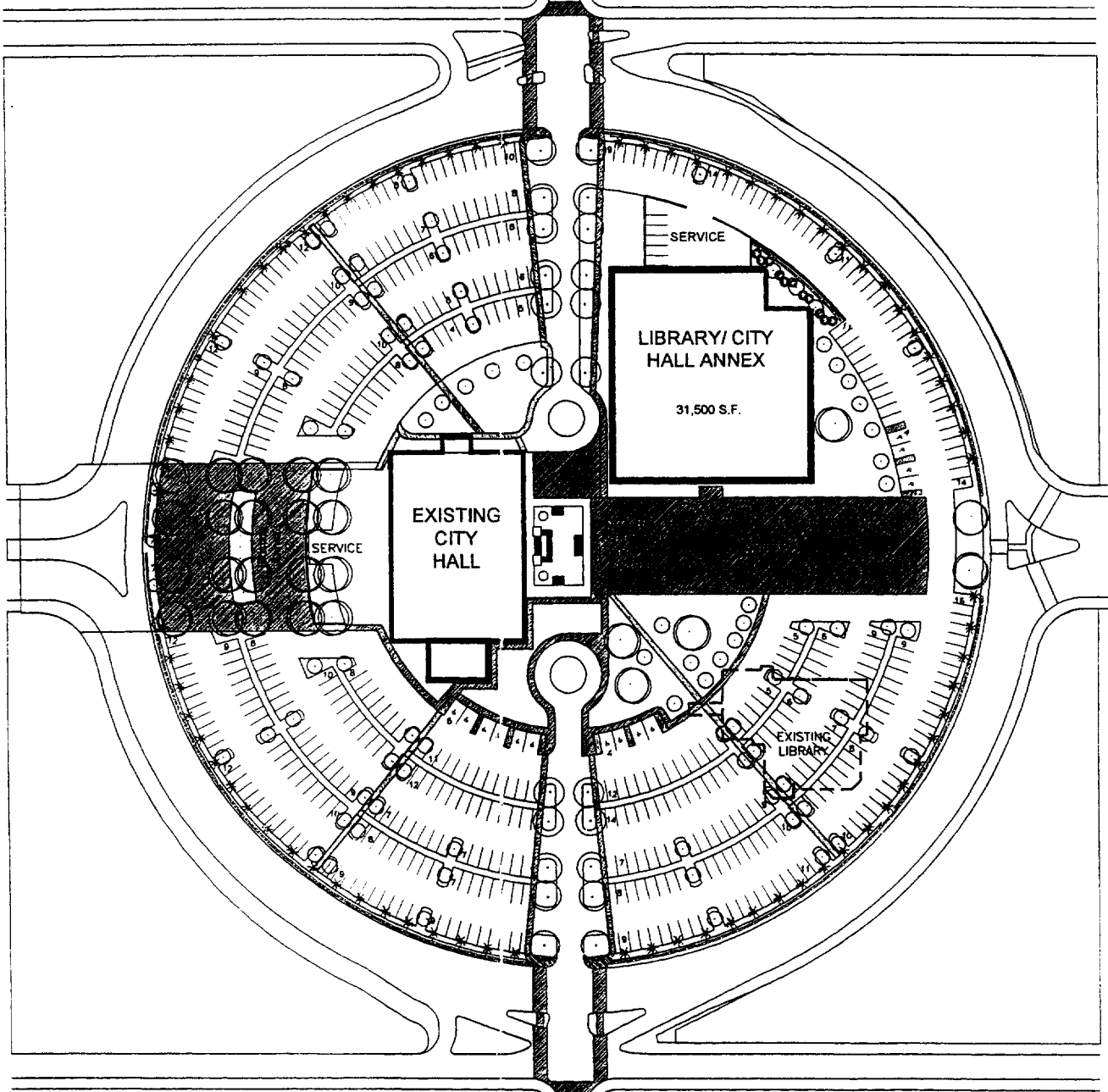
Payment Schedule

Design Phase:

Seventy-three Thousand Dollars (\$73,000.00), payable in monthly installments of Nine Thousand One Hundred Twenty-five Dollars (\$9,125.00) per month, commencing on the first day of the month following the Commencement Date, and on the first day of each of the next eight (8) months.

Construction Phase:

Three Hundred Sixty-nine Thousand Dollars (\$369,000.00), payable in monthly installments of Thirty Thousand Seven Hundred Fifty Dollars (\$30,750.00) per month, commencing on the later of the first day of the month following the execution of the Construction Contract, or the first day of the month following the end of the Design Phase, and on the first day of each of the next twelve (12) months.



MASTERPLAN

PARKING ANALYSIS:

REQUIRED:

LIBRARY	110	REQUIRED BY INTERLOCAL AGREEMENT (75 REQUIRED BY CODE)
ANNEX	126	31,500 / 250 S.F./SPACE
CITY HALL	252	1 PER 250 (62,943 S.F.)
CITY HALL ASSEMBLY	50	198 SEATS (1 PER 4)
CITY HALL EXPANSION	8	2,000 S.F. / 250 S.F. PER SPACE
TOTAL REQUIRED	546	(511 REQUIRED BY CODE)

PROVIDED:

STANDARD	498
HANDICAPPED	14
TOTAL PROVIDED	512

SCHEME 1

SingerArchitects

13 West Las Olas Boulevard
Ft. Lauderdale, Florida 33301
Phone (954) 463-5672
Fax (954) 463-5677

**CITY OF HOLLYWOOD
CITY HALL CIRCLE**

SCALE: 1"=100'

FEBRUARY 1, 2002

38