

RESOLUTION NO. R-2005-021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE ATTACHED THIRD AMENDMENT TO THE INTERLOCAL AGREEMENT AND THE ATTACHED SECOND AMENDMENT TO THE GROUND LEASE BETWEEN BROWARD COUNTY AND THE CITY OF HOLLYWOOD FOR THE CONSTRUCTION AND MAINTENANCE OF A VETERAN'S MEMORIAL ON THE PREMISES LEASED BY BROWARD COUNTY.

WHEREAS, on March 6, 2002, the Hollywood City Commission passed Resolution No. R-2002-58 authorizing the appropriate City officials to execute the Interlocal Agreement and Ground Lease with Broward County for the development of a public library; and

WHEREAS, on May 7, 2003, the Hollywood City Commission passed Resolution No. R-2003-141 authorizing the appropriate City officials to execute the First Amendment to the Interlocal Agreement and Ground Lease between the City of Hollywood and Broward County for the construction of fifty-nine (59) parking spaces in the northwest quadrant of the City Hall Circle; and

WHEREAS, on June 18, 2003, the Hollywood City Commission passed Resolution No. R-2003-188 authorizing the appropriate City officials to negotiate and execute a Second Amendment to the Interlocal Agreement for the construction of a shell space for the second floor and an upgrade of the foundation system along with other structural elements to support a future third and fourth floors to the public library; and

WHEREAS, the City wants to create a Veteran's Memorial at City Hall Circle which will include the Korean War Memorial which will be relocated from Young Circle Park along with World War II plaques salvaged from the previous memorial at Young Circle Park; and

WHEREAS, the Korean Veterans group has commissioned a bronze statue of a soldier for the new Veteran's Memorial and a location is needed for an Iraq War plaque which has yet to be designed; and

WHEREAS, the City has determined that the most appropriate place for the new Veteran's Memorial in City Hall Circle is on the premises leased to Broward County;

RESOLUTION - THIRD AMENDMENT TO INTERLOCAL AGREEMENT AND SECOND AMENDMENT TO GROUND LEASE WITH BROWARD COUNTY FOR THE CONSTRUCTION OF A VETERAN'S MEMORIAL

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

Section 1: That it hereby approves and authorizes the execution, by the appropriate City Officials of the attached Third Amendment to the Interlocal Agreement between Broward County and the City of Hollywood, together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

Section 2: That it hereby approves and authorizes the execution, by the appropriate City Officials of the attached Second Amendment to Ground Lease between Broward County and the City of Hollywood, together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

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

PASSED AND ADOPTED this 2 day of Feb, 2005.


MARA GIULIANTI, MAYOR

ATTEST:


PATRICIA A. CERNY, MMC, CITY CLERK

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


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 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 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 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 _____, 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 _____
Kristin Jacobs, Mayor

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 _____
Larry Lymas-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 _____
Mara Giuliani, Mayor

By _____
Patricia A. Cerny, MMC,
City Clerk

_____ day of _____, 20____.

Approved by:

By _____
Cameron D. Benson, 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

SECOND AMENDMENT

TO

GROUND LEASE

BETWEEN

BROWARD COUNTY

AND

CITY OF HOLLYWOOD

This Second Amendment to the Ground Lease ("Second Amendment") is made by and between Broward County, a political subdivision of the State of Florida, its successors and assigns, ("TENANT"), and the City of Hollywood, a Florida municipal corporation organized and existing under the laws of the State of Florida, its successors and assigns ("LANDLORD"), collectively referred to as "the Parties."

WHEREAS, on May 14, 2002 the Parties entered into a Ground Lease ("Lease"); and

WHEREAS, in 2003 the Parties executed an amendment to the Lease ("First Amendment") to accommodate the pad for the three (3) book drops fifty-nine (59) parking spaces on the LANDLORD's property on City Hall Circle; and

WHEREAS, the Parties now desire to amend the Lease a second time to accommodate a Veteran's Memorial on the LANDLORD'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 3, USE OF PREMISES, shall be amended as follows:

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. 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.

2. Paragraph 5, ALTERATIONS AND IMPROVEMENTS, shall be amended as follows:

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, except for the Veteran's Memorial, which shall be the property of the LANDLORD at all times pertinent hereto.

3. Paragraph 11, DAMAGE TO PREMISES, shall be amended as follows:

TENANT agrees that all property placed on the Premises shall be at 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. LANDLORD shall be solely responsible for repair, maintenance, and operation of the Veteran's Memorial on the Premises.

4. Paragraph 15, INSURANCE, shall be amended as follows:

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, except as to the Veteran's Memorial.

5. Except as set forth in the Second Amendment, all other terms and conditions of the Lease shall remain in full force and effect and are to be performed at the level specified in the Lease.

(THIS SPACE 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 Mayor or Vice Mayor, 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 _____
Kristin Jacobs, Mayor

Approved as to form by

Insurance requirements
approved by Broward County
Risk Management Division

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 _____
Larry Lymas-Johnson
Deputy County Attorney

SECOND AMENDMENT TO GROUND LEASE BETWEEN BROWARD COUNTY AND THE CITY OF HOLLYWOOD FOR CONSTRUCTION OF A VETERANS MEMORIAL ADJACENT TO THE NEW LIBRARY AT CITY HALL.

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

____ day of _____, 20____.

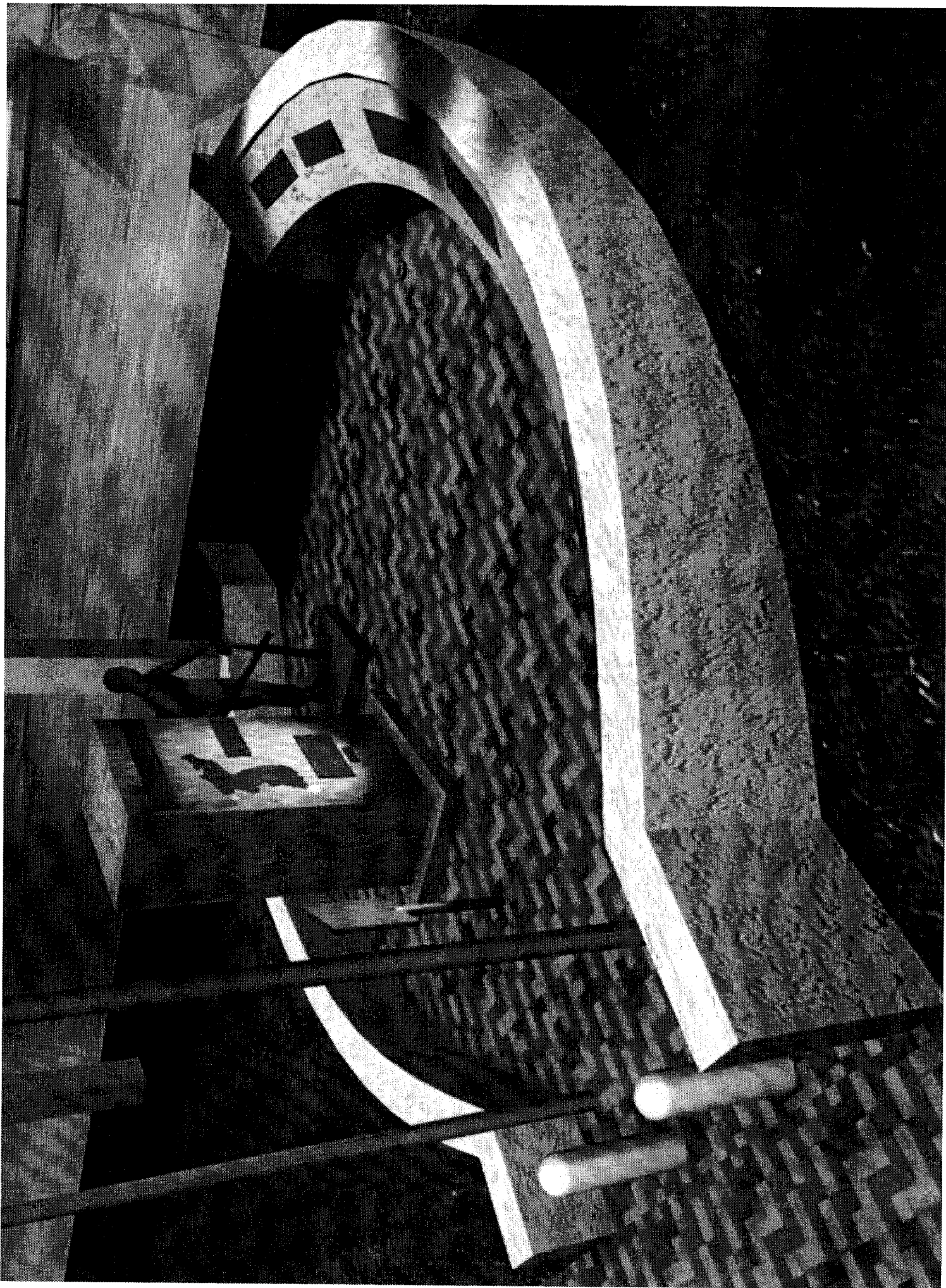
Approved by:

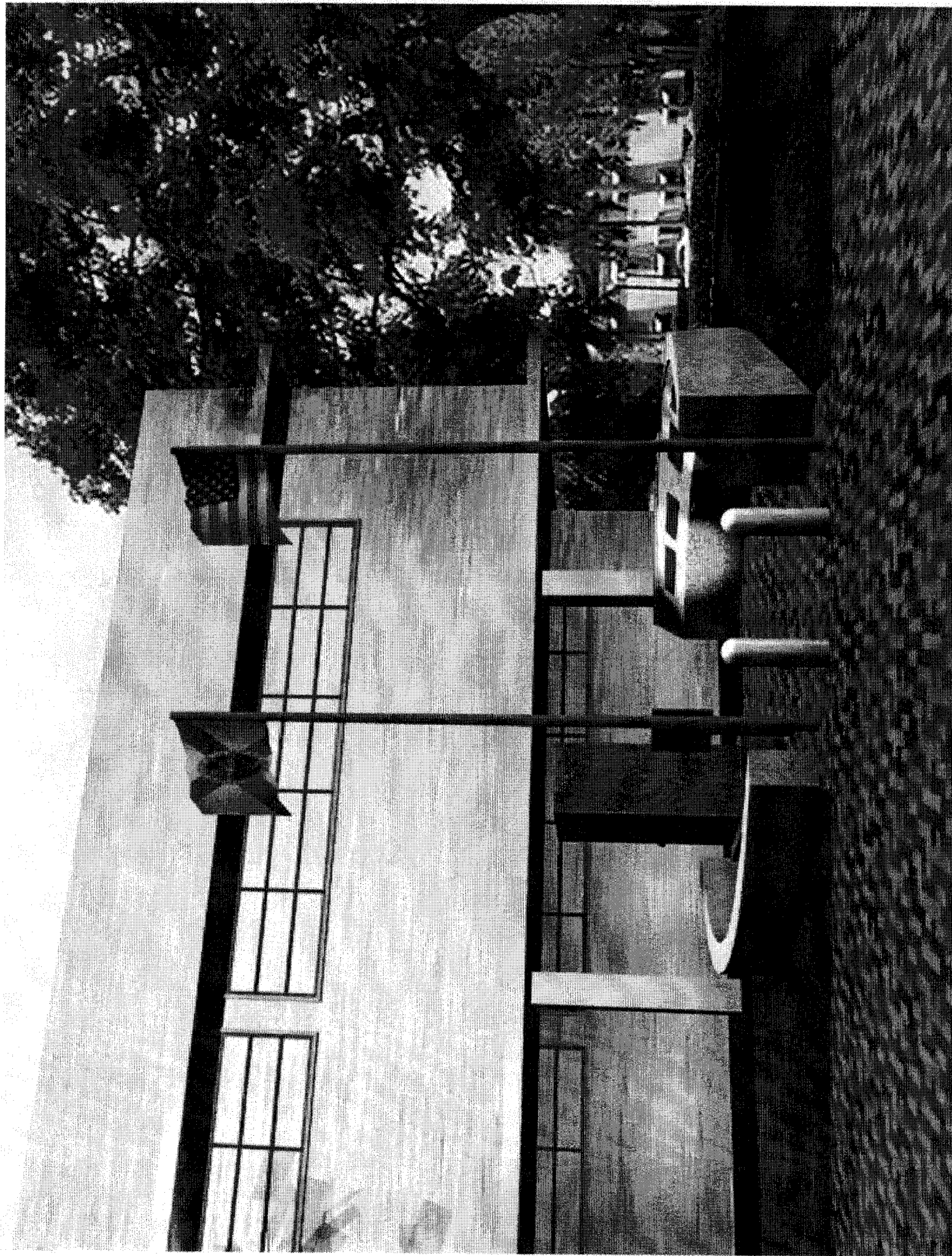
By _____
Cameron D. Benson, City Manager

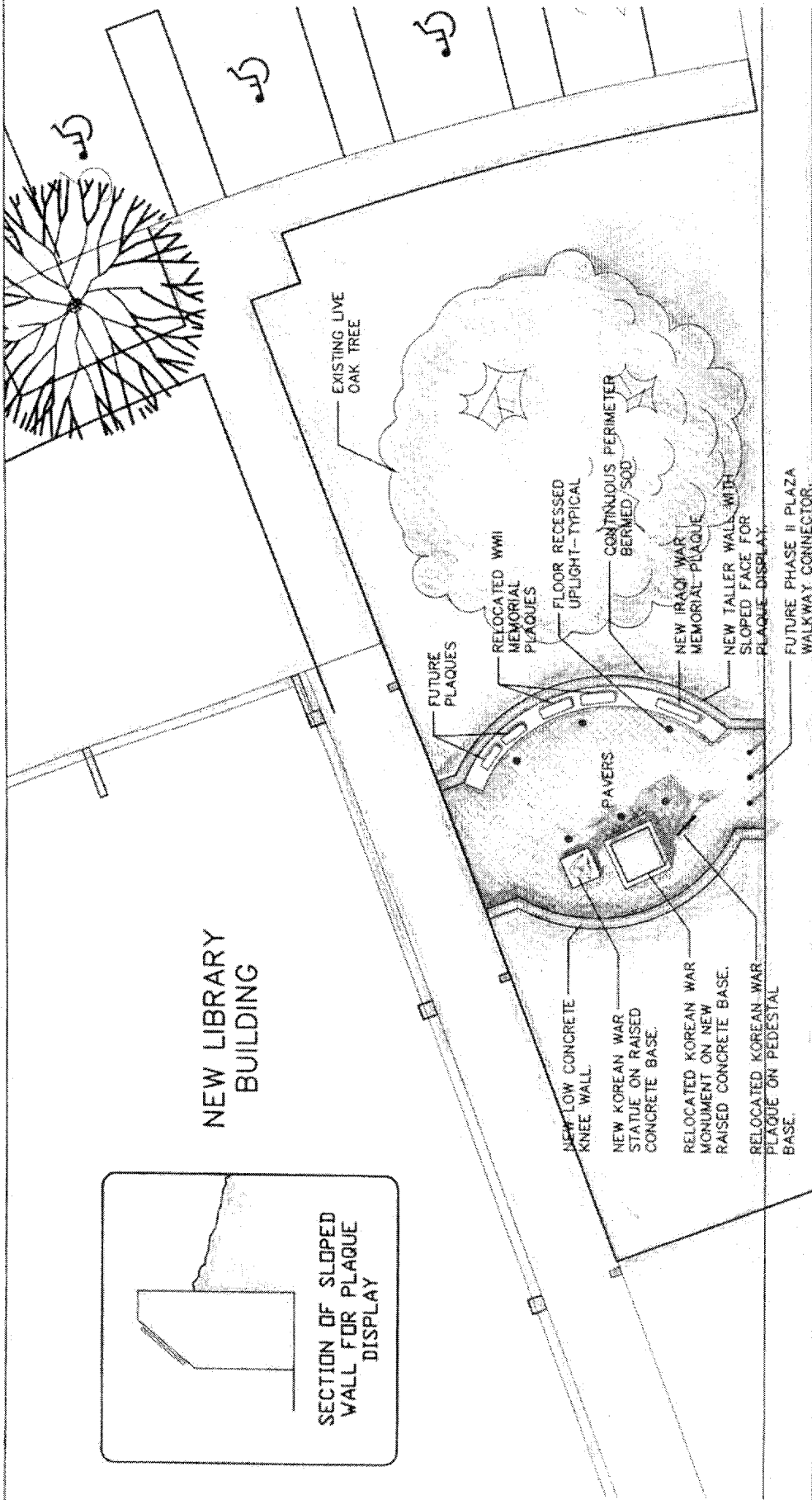
____ day of _____, 20____.

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

By _____
Daniel L. Abbott, City Attorney







PROPOSED CITY HALL CIRCLE VETERANS' MEMORIAL - SITE PLAN

SCALE: 1"=10'

PLAZA AREA