

7-92-77  
3/18/92

INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

CITY OF HOLLYWOOD

Providing for

JOINT FUNDING BY THE COUNTY AND THE CITY FOR THE  
OPERATING COSTS OF A LIBRARY READING CENTER  
IN THE CITY'S BEACH COMMUNITY CENTER

INTERLOCAL AGREEMENT

Between

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and

CITY OF HOLLYWOOD

Providing for

JOINT FUNDING BY THE COUNTY AND THE CITY FOR THE OPERATING COSTS  
OF A LIBRARY READING CENTER  
IN THE CITY'S BEACH COMMUNITY CENTER

This is an Agreement, made and entered into by and between:  
BROWARD COUNTY, a political subdivision of the State of Florida,  
hereinafter referred to as "COUNTY,"

AND

The CITY OF HOLLYWOOD, a municipal corporation located in  
Broward County and organized and existing under the law of the  
State of Florida, its successors and assigns, hereinafter referred  
to as "CITY".

W I T N E S S E T H, in consideration of the mutual terms,  
conditions, and promises set forth hereinafter, COUNTY and CITY  
agree as follows:

ARTICLE 1

PREAMBLE

- 1.1 The COUNTY and the CITY want to inaugurate a library facility providing public library service, in the form of a "Reading Center," to the residents of Broward County, and in particular, to the residents in and around the Beach Community Center area of Hollywood.
- 1.2 THE COUNTY shall lease real property from the CITY for the Reading Center, certain terms of which are set forth in Article 3 hereof.
- 1.3 The COUNTY and the CITY agree to share the burden of the operating costs as set forth in Article 2 hereof.

## ARTICLE 2

### SHARING OF OPERATING COSTS

- 2.1 The COUNTY and CITY agree to share the expense of funding the start-up and operating costs of a library "Reading Center" located in the Beach Community Center area of Hollywood and Broward County.
- 2.2 The duration of the CITY'S and COUNTY'S contractual obligation to share the expense shall be limited to five (5) consecutive one-year periods.
- 2.3 The operating costs of the Reading Center shall be shared on the following percentage basis:
- |             |                        |
|-------------|------------------------|
| First year  | -COUNTY 50% - CITY 50% |
| Second year | -COUNTY 60% - CITY 40% |
| Third year  | -COUNTY 70% - CITY 30% |
| Fourth year | -COUNTY 80% - CITY 20% |
| Fifth year  | -COUNTY 90% - CITY 10% |
- 2.4 The beginning of the first year shall be determined as of the effective date of a separate lease agreement between the COUNTY and the CITY.
- 2.5 Examples of the types of actual operating costs that shall be subject to sharing include, but are not limited to:
- Salaries
  - FICA
  - Retirement
  - Group Insurance
  - Telephone
  - Communications
  - Utilities
  - Rent
  - Self-Insurance
  - Equipment Maintenance
  - Maintenance (Office of Information Technology)
  - Office Supplies
  - Equipment & Furnishings
  - Library Materials
- 2.6 The COUNTY shall be responsible for payment of the actual operating costs; however, the CITY shall reimburse annually to the COUNTY the CITY'S share of the annual and actual operating costs.

- 2.7 The COUNTY shall operate the "Reading Center" for a minimum of 32 hours per week during the term of this agreement. At the expiration of this agreement, the COUNTY shall assume full fiscal responsibility for this facility and operate it consistent with overall COUNTY public library service needs as may be determined by the Broward County Board of County Commissioners.

### ARTICLE 3

- 3.1 The CITY will lease to the COUNTY approximately 2500 square feet for a "Reading Center" in a facility on property which is described as follows:

That portion of Parcel 1, "Hollywood South Beach, as recorded in plat book 98, page 43 of the Public Records of Broward County, Florida, more fully described as follows: Commence at the intersection of the southerly and westerly lines extended of said parcel 1; thence, N1, degree 26'15"E, a distance of 23.82 feet to the point of beginning; thence, continue N1 degree 26'15", a distance of 64.97 feet, thence S85 degree 47'30"E, a distance of 496.16 feet to the easterly line of said parcel 1; thence, S4 degree 12'30"W, a distance 63.69 feet to a point of curvature; thence, southwesterly along a 25 foot radius curve to the right through a central angle of 90 degree, an arc distance of 39.27 feet to a point of tangency, on the southerly line of parcel 1; thence N85 degree 47'30" wide, a distance of 443.05 feet to a point of curvature; thence, northwesterly along a 25 foot radius curve to the right through a central angle of 87 degree 13'45", an arc distance of 38.06 feet to a point of tangency and the point of beginning; said lands containing 43,560 square feet or 1,000 acres, more or less. Together with: All of lots 5 thru 7 inclusive and all of lots 28 thru 30 inclusive in block 2, according to plat of "Atlantic Shores North Beach Section" as recorded in plat book 9 at page 36 of the Public Records of Broward County, Florida and; all of lots A, B, C, D, E, and F in block 2 according to the plat of "Beverly Beach", as recorded in plat book 22 at page 13 of the public records of Broward County, Florida. Said land situated in Broward County, Florida and containing 1.7882 acres, more or less.

- 3.2 The CITY and the COUNTY agree to execute a separate agreement for the purpose of establishing the lease of the "Reading Center" facility. ~~The CITY and COUNTY hereby fix an annual rental fee for such facility (as more particularly described in 3.1 above) as the amount of Fourteen Dollars (\$14.00) per square foot.~~ REH



#### ARTICLE 4

##### BOOKS AND EQUIPMENT

- 4.1 The COUNTY and CITY agree to share all cost for the acquisition of all books, publications, library materials, computer equipment and other items which are necessary to open the facility.

#### ARTICLE 5

##### CHANGES TO AGREEMENT

- 5.1 No modifying amendments to the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

#### ARTICLE 6

##### TERM OF AGREEMENT

- 6.1 The term of this agreement shall extend for five years from the effective date of a separate lease agreement between the COUNTY and CITY

#### ARTICLE 7

##### NOTICES

- 7.1 Whenever either party desires to give notice unto the other, it shall be given written notice, sent by certified mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. Currently, the parties designate the following as the respective places for giving of notice; namely:

FOR COUNTY

County Administrator  
Attention: Libraries Division  
Broward County Governmental Center  
115 South Andrews Avenue, Room 325  
Fort Lauderdale, Florida 33301

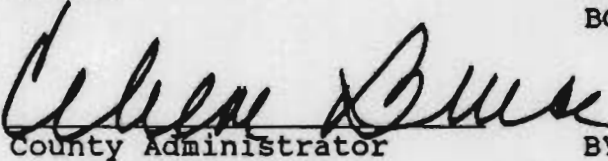
FOR CITY

City of Hollywood  
Robert S. Noe, Jr., City Manager  
P.O. Box 229045  
Hollywood, Florida 33022-9045

IN WITNESS WHEREOF, the parties have made and executed this Interlocal Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman or Vice Chairman, authorized to execute same by Board action on the 22 day of December, 1992, and CITY OF HOLLYWOOD, signing through its Mayor, duly authorized to execute same.

ATTEST:

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS



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

BY 

Chair

22 day of December, 1992



Approved as to form by Office of  
County Attorney, Broward County,  
Florida

JOHN J. COPELAN, JR., County  
Attorney, Governmental Center,  
Suite-423  
115 South Andrews Avenue  
Fort Lauderdale, FL 33301  
Telephone: (305) 357-7600  
Telecopier: (305) 357-7641

BY: 


Robert E. Hone  
Assistant County Attorney

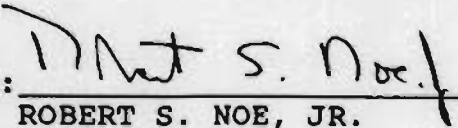
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LIBRARY READING CENTER IN CITY'S BEACH COMMUNITY CENTER

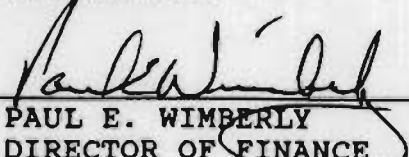
CITY OF HOLLYWOOD, a municipal  
corporation of the State of Florida

BY:   
MARA G. GAGLIANTI, MAYOR

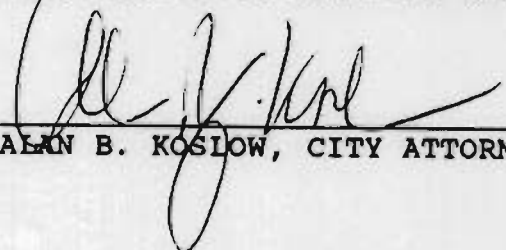
ATTEST:

  
MARTHA S. LAMBOS  
CITY CLERK

APPROVED:   
ROBERT S. NOE, JR.  
CITY MANAGER

APPROVED:   
PAUL E. WIMBERLY  
DIRECTOR OF FINANCE

ENDORSED AS TO FORM AND LEGALITY

  
ALAN B. KOSLOW, CITY ATTORNEY