

**FIRST AMENDMENT TO THE AGREEMENT
AMONG
BROWARD COUNTY
AND
POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY
AND
CITY OF POMPANO BEACH
FOR PROGRAMING, DESIGN AND CONSTRUCTION OF A LIBRARY FACILITY**

This First Amendment to the Agreement for Programming, Design and Construction of a Library Facility ("Amendment") among Broward County, a political subdivision of the State of Florida ("County"), the Pompano Beach Community Redevelopment Agency, a public body corporate and politic ("CRA"), and the City of Pompano Beach, a Florida municipal corporation ("City"), is entered into and effective as of the date this Amendment is fully executed by the Parties. The County, the CRA, and the City are hereinafter referred to collectively as the "Parties," and individually referred to as a "Party."

RECITALS

A. The County, the CRA, and the City entered into the Agreement for Programming, Design and Construction of a Library Facility on August 30, 2011 ("ILA"), whereby the County allocated and distributed Seven Million Two Hundred Thirty-Three Thousand Two Hundred Sixty-Four Dollars (\$7,233,264) to the City for the programming, design, and construction of a new library facility to replace an existing public library located at 1213 East Atlantic Boulevard, Pompano Beach, Florida 33060.

B. The ILA provided that the City would construct a building with a public library on the ground floor and a cultural center on the second floor ("Building").

C. The City constructed the Building pursuant to the ILA, but, with the consent and approval of all Parties, the library and cultural center were constructed on portions of both floors in the Building.

D. The Parties desire to amend the ILA and replace the lease agreement attached to the ILA as Exhibit 2 in order to accurately reflect the construction of the library and cultural center in the Building and the responsibility of the parties relating to the public art components of the ILA.

AMENDMENT

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 agree as follows:

1. Unless otherwise defined in this Amendment, the capitalized terms in this Amendment have the respective meanings ascribed to them in the ILA and the

definitions of those terms in the ILA are incorporated by reference into this Amendment. If there is a conflict or inconsistency between any term, statement, requirement, or provision of the ILA, and any provision of this Amendment, the provisions of this Amendment shall prevail and be given effect.

2. The recitals set forth above are true, accurate, and fully incorporated herein by this reference.

3. Article 1 of the ILA is hereby replaced in its entirety with the following:

The CITY agrees to lease the Library Facility, as defined in Article 2, to COUNTY for one dollar (\$1) per year in accordance with the Lease, attached hereto and made a part hereof as Exhibit 2 ("Lease").

The CITY shall deliver copies of available information relating to the Property, including its Master Plan for the Property boundary and site surveys, utility location drawings, soil borings, environmental reports, "as-built" documentation of existing structures, and other similar documentation concerning the Property, which are in records currently held by the CITY. The CITY shall not be obligated to obtain, create, or draft such documents if they are not within its possession or control.

The CITY shall grant to the COUNTY and its employees, agents, tenants, patrons, invitees, licensees, contractors, visitors, and guests a nonexclusive license in, on, over, under, across, and through the Property and the property adjacent thereto, for access to the Library Facility, as more particularly described in the Lease ("Access Rights").

Additionally, the CITY shall grant to the COUNTY and its employees, agents, tenants, patrons, invitees, licensees, contractors, visitors, and guests an exclusive license for one hundred thirty (130) dedicated vehicular parking spaces on the Property, as more particularly described in the Lease ("Parking Rights").

The CITY shall provide the COUNTY with the Access Rights and Parking Rights throughout the term of the Lease, including any renewal options, and during any future lease of the Library Facility to the County.

4. Article 2 of the ILA is hereby replaced in its entirety with the following:

The Parties desire to construct a building on the Property, which shall be owned by the CITY, and consist of a public library and a cultural center ("Project"). The CRA and the CITY hereby agree to program, design, and construct the Project in accordance with the terms of this Agreement and the Work Letter for Design and Construction Services, attached hereto as Exhibit 3.

The twenty-five thousand, eight hundred and thirty-six (25,836) square foot public library in the Project, as described in the Lease, together with at least one hundred thirty (130) dedicated parking spaces and any incidental or necessary appurtenances thereto ("Library Facility"), shall be leased to the COUNTY for a fifty (50) year term. The twenty-two thousand (22,000) square foot cultural center in the Project, as described in the Lease, shall be used by CITY as the Pompano Beach Cultural Center ("PBCC").

The CITY and CRA shall construct the Library Facility in consideration of Seven Million Two Hundred Thirty-Three Thousand Two Hundred Sixty-Four Dollars (\$7,233,264), which the COUNTY shall pay in accordance with Article 3, and construct the PBCC, which shall be financed by the CITY.

5. Section 4.3 of the ILA is hereby replaced in its entirety with the following:

4.3 The Parties acknowledge and agree that the COUNTY originally intended to construct a single story public library on the Property, and that the Building shall be constructed as two stories to include the PBCC which is being designed and constructed for use by the CITY. The intent of the Parties is that the PBCC space be designed in such a manner as to, where possible, isolate telecommunications, telephone, cable, and computer (collectively, the "Building Systems") so that the PBCC space can function independently from the Library Facility. Without limiting the foregoing, the overall design and construction of the Project shall be accomplished in such a manner so that the Building Systems of both the Library Facility and the PBCC have adequate capacity.

6. Article 8 of the ILA is hereby replaced in its entirety with the following:

The Project shall be used in accordance with the permitted uses in the Lease. While the Lease is in effect, the COUNTY may use and occupy the Library Facility only for the general operations of a public library in COUNTY'S public library system ("Permitted Use"), and for no other purpose. Permitted Uses for the Library Facility include, but are not limited to, providing library staff, library books, library materials, library equipment, library services and ancillary or incidental uses thereto.

The CITY shall use the PBCC only for cultural and educational purposes in a manner that is compatible with COUNTY'S Permitted Use of the Library Facility.

7. Section 9.5 of the ILA is hereby replaced in its entirety with the following:

9.5. CITY shall provide the COUNTY's Contract Administrator with written notice of completion of the artwork upon completion of the artwork.

The COUNTY will convey conservation funds in the amount of Ten Thousand Five Hundred Dollars (\$10,500) to the CITY in accordance with Section 9.6 of

this Agreement upon completion and installation of the artwork and, if funds are transferred pursuant to Section 9.6, CITY shall notify COUNTY in writing that a separate account has been established for said funds.

The Parties acknowledge that the Artist shall attribute the artwork to both the County's Public Art Program and the CITY. Subject to the provisions of the by the formal agreement between the COUNTY and ARTIST ("Artwork Agreement"), the CITY and COUNTY agree that video and still image photo-documentation may be used by the COUNTY, CITY, CRA, and ARTIST for educational, promotional, and non-commercial purposes. The CITY acknowledges and agrees that the ARTIST retains copyright to the artwork design and in the event said design is used without authorization by parties other than the CITY, CRA, and COUNTY, the ARTIST shall have the right to pursue any and all legal remedies available to stop the unauthorized use subject to the provisions of the ARTIST's agreement.

8. Section 9.6 of the ILA is hereby replaced in its entirety with the following:

9.6 In the event the artwork is sited within the interior of the Library Facility and is not integrated into the interior of the Library Facility so as to become a permanent improvement to the Library Facility, the COUNTY shall retain title to the artwork, be solely responsible for maintenance, conservation, and fulfillment, as defined by the Artwork Agreement, and retain the conservation funds. If the artwork is integrated into the interior of the Library Facility and becomes a permanent improvement, the COUNTY shall transfer title to the artwork to the CITY, assign the Artwork Agreement to the CITY, retain the conservation funds, and be solely responsible for maintenance, conservation, and fulfillment, pursuant to the terms of the Artwork Agreement, during the term of the Lease and any extensions or renewals thereof provided, however, that even after transfer of the title to the artwork to the CITY, COUNTY shall continue to have the right to use the artwork design for non-commercial purposes and for the purposes of the Public Art Program, including cataloging. Upon expiration or termination of the Lease, if title to the artwork has been transferred to the CITY pursuant to this section, the CITY shall be solely responsible for maintenance, conservation and fulfillment pursuant to the Artwork Agreement.

Once the COUNTY transfers title of the artwork to the CITY, the COUNTY shall provide the CITY a copy of the complete artwork maintenance instructions titled "Cataloging Form" upon completion of artwork installation.

9. Exhibit 2 to the ILA shall be replaced in its entirety with Exhibit 2 attached hereto.

10. This Amendment is hereby incorporated into the ILA, and all of the terms and conditions contained in the Amendment shall be binding on the Parties.

11. Except as expressly modified herein, all terms and conditions contained in the ILA shall remain unchanged and in full force and effect.

12. The ILA, as modified by this 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 hereof that are not contained in the ILA as modified hereby. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

13. Multiple originals of this Amendment may be executed by the Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

14. This Amendment has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

15. Each individual executing this Amendment on behalf of a Party hereto represents and warrants that he or she is, on the date of execution, duly authorized by all necessary and appropriate action to execute this Amendment on behalf of such Party and does so with full legal authority.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the Parties hereto have made and executed this 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 POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, through its BOARD, signing by and through its _____, duly authorized to execute same by Board action on the _____ day of _____, 20____, and CITY OF POMPANO BEACH, signing by and through its Mayor, authorized to execute same by City Commission action on the _____ day of _____, 20____.

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

By: _____
Mayor

_____ day of _____, 20____

Insurance requirements
approved by Broward County
Risk Management Division

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

By: _____
Signature (Date)

By: _____
Irma Qureshi (Date)
Assistant County Attorney

Print Name and Title above

By: _____
Annika E. Ashton (Date)
Senior Assistant County Attorney

IQ/mdw
Amendment to ILA for Pompano Beach Library.doc
05/15/2018
282611

AMENDMENT TO THE AGREEMENT AMONG BROWARD COUNTY AND POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY AND CITY OF POMPANO BEACH FOR PROGRAMING, DESIGN AND CONSTRUCTION OF A LIBRARY FACILITY.

Signed, Sealed, and Witnessed
In the Presence of:

Marsha Carmichael

Witness 1 Signature

Marsha Carmichael

Witness 1 Print Name

R. Jordan Pace

Witness 2 Signature

R. JORDAN PACE

Witness 2 Print Name

CRA

Pompano Beach Community
Redevelopment Agency, a public body
corporate and politic

By: [Signature]

Name: Lamar Fisher

Title: Chairman

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was sworn to and subscribed before me this 15th day of May, 2018, by Lamar Fisher, as Chairman of Pompano Beach Community Redevelopment Agency, a public body corporate and politic. He/She is personally known to me OR who has produced _____ as identification.

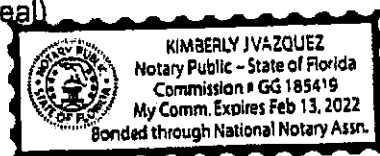
[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF FLORIDA

Commission Expires: Feb 13, 2022

Commission No: 66185419

Printed Name of Notary: KIMBERLY J VAZQUEZ

(Seal)



AMENDMENT TO THE AGREEMENT AMONG BROWARD COUNTY AND POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY AND CITY OF POMPANO BEACH FOR PROGRAMING, DESIGN AND CONSTRUCTION OF A LIBRARY FACILITY.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this _____ day of _____, 2018, by **LAMAR FISHER** as Mayor, **GREGORY P. HARRISON** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

Stamped)

(Name of Acknowledger Typed, Printed or

Commission Number

EXHIBIT

2

Return recorded copy to:
Broward County Facilities Management Division
Real Property Section
115 South Andrews Avenue, Room 501
Fort Lauderdale, FL 33301

This document prepared by
and approved as to form by:
Irma Qureshi
Broward County Attorney's Office
115 South Andrews Avenue, Room 423
Fort Lauderdale, FL 33301

LEASE AGREEMENT FOR THE POMPANO BEACH PUBLIC LIBRARY

This Lease Agreement for the Pompano Beach Public Library ("Agreement") between Broward County, a political subdivision of the State of Florida, whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 ("County"), and the City of Pompano Beach, a Florida municipal corporation ("City"), whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, is entered into and effective as of the date this Agreement is fully executed by the Parties ("Effective Date"). The County and the City are hereinafter referred to collectively as the "Parties," and individually referred to as a "Party."

RECITALS

A. The City is the owner of the Property, as defined in Section 2.1 of this Agreement, located at 50 West Atlantic Boulevard, Pompano Beach, Florida 33060.

B. The Board of County Commissioners of Broward County, Florida ("Board"), at a regular commission meeting held on August 30, 2011, approved the Interlocal Agreement among the City, County, and Pompano Beach Community Redevelopment Agency ("ILA") pursuant to which the County allocated and distributed Seven Million Two Hundred Thirty-Three Thousand Two Hundred Sixty-Four Dollars (\$7,233,264) to the City ("County Funds") for the programming, design, and construction of a new library facility to replace an existing public library located at 1213 East Atlantic Boulevard, Pompano Beach, Florida 33060.

C. Pursuant to the ILA, the City constructed a building on the Property (the "Building"), which consists of a public library funded by the County Funds and a cultural center funded by the City.

D. Pursuant to the ILA, the Parties agreed to enter into an agreement, upon completion of the Building, whereby the City leases the public library in the Building to the County, and grants the County licenses on the Property to provide access and parking for said library.

E. The Parties now desire to enter into this Agreement, in accordance with the ILA, to establish the terms of the County's lease of the public library in the Building, and the County's access and parking rights on the Property.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The above recitals and representations are true and correct and are incorporated herein.

2. **Description of Property.**

2.1 **Property.** The City is the owner of that certain real property, as more particularly described in **Exhibit A**, attached hereto and made a part hereof ("Property").

2.2 **Library.** The City hereby leases to the County, and the County hereby leases from the City, the Twenty-Five Thousand, Eight Hundred Thirty-Six (25,836) square foot public library in the Building ("Library"), as depicted in the as-built floor plans in **Exhibit B**, together with at least One Hundred Thirty (130) dedicated parking spaces and any incidental or necessary appurtenances thereto.

2.3 **Cultural Center.** The City shall own and manage the cultural center in the Building, as depicted in **Exhibit C**, which consists of an art gallery, a theater, and a multi-media digital center ("Cultural Center").

3. **Term.** The term of this Agreement shall be effective for Fifty (50) years beginning on the Effective Date ("Term"). At least Ninety (90) calendar days before the expiration of the Term, the Parties shall negotiate in good faith for a new term of Fifty (50) years upon the same terms and conditions of this Agreement. The Term or any future terms of this Agreement, including any renewal options, shall be limited to Fifty (50) year time periods in accordance with Section 250(b) of the City's Charter.

4. **Rent.** The County shall pay the total rent of One Dollar (\$1.00) per year for the full term of this Agreement ("Rent"). The first payment of Rent shall be due no later than Thirty (30) calendar days after the Effective Date. Rent for the subsequent years during the Term shall be due on each yearly anniversary of the Effective Date. Rent shall be paid at the City's Treasury Division, Room 135, PO Drawer 1300, Pompano Beach, Florida 33061.

5. Access, Common Areas, and Parking.

5.1 The City hereby grants the County, its employees, agents, patrons, invitees, licensees, contractors, visitors, and guests a nonexclusive license in, on, over, under, across, and through the Property and the property adjacent thereto, for ingress and egress, book drop locations, signage, loading, unloading, dumpster and other service uses, aerial and underground utility services and communications, and maintenance and repair of the Library ("Access License"). The Access License shall terminate upon the expiration or earlier termination of this Agreement, unless the Parties agree to a new term pursuant to Section 3.

5.2 The City hereby grants the County, its employees, agents, patrons, invitees, licensees, contractors, visitors, and guests a nonexclusive license to use the Common Areas during the Term of this Agreement. The term "Common Areas" means all areas and facilities outside the Library and within the exterior boundary of the Property that are provided for the common use and convenience of the employees, agents, patrons, invitees, licensees, contractors, visitors, and guests of the Library and the Cultural Center, including, without limitation, pedestrian sidewalks, roadways, driveways, delivery areas, trash facilities, landscaped areas, hallways, entryways, walkways, breezeways, stairs, elevators, and loading areas.

5.3 Parking.

5.3.1 The City constructed a parking area adjacent to the Building, as depicted in the parking site plan in **Exhibit D**, to be used by the employees, agents, patrons, invitees, licensees, contractors, visitors, and guests of the Library and the Cultural Center (the "Parking Area"). The City may construct a parking garage on the Property to provide for additional parking ("Parking Garage").

5.3.2 The City hereby grants to the County and its employees, agents, patrons, invitees, licensees, contractors, visitors, and guests an exclusive license to access and use at least One Hundred Thirty (130) dedicated spaces ("Dedicated Parking") in the Parking Area, as depicted in **Exhibit D**, during the Library's Operating Hours. Notwithstanding the foregoing, if the City constructs a Parking Garage within Two Hundred Fifty (250) feet of the Library, the County may elect to have the Dedicated Parking located on the lowest possible floors of such Parking Garage during the Library's Operating Hours. The City may only use the

Dedicated Parking outside of the Library's Operating Hours. "Operating Hours" shall be defined as the Library's days and hours of service. Operating Hours shall be determined by the County in its sole discretion, may be changed from time to time by the County, and may include up to Seven (7) days per week.

5.3.3 The City shall have the exclusive right to use the remaining parking spaces on the Property, which are not included in the Dedicated Parking located in the Parking Area or the Parking Garage ("Additional Parking"). The City, in its sole discretion, may restrict access to, or charge fees for the use of, the Additional Parking.

6. Use of Property.

- 6.1 The County may use and occupy the Library only for the general operations of a public library in the County's public library system ("Permitted Use"), and for no other purpose. Permitted Uses for the Library include, but are not limited to, providing library staff, library books, library materials, library equipment, and library services and ancillary or incidental uses thereto.
- 6.2 If the County uses the Library for a purpose other than a Permitted Use, the City may provide written notice to the County demanding discontinuation of the unpermitted use. If the County fails to discontinue the unpermitted use within Thirty (30) calendar days after it receives notice from the City, the City may terminate this Agreement in accordance with Section 14.1.1.
- 6.3 With the City's prior written consent, which shall not be unreasonably withheld or delayed, the County may install signs on the Property in accordance with federal, state, and local statutes, laws, ordinances, and codes. The City will cooperate with any applications that the County makes for permits, variances, or other right to install signs. The City may install additional signage on the Property if it is acceptable to the County and necessary for new development during the Term.
- 6.4 The County covenants that it will not, without the City's prior written consent, permit the Library to be used or occupied by any person, firm, entity, or corporation other than the County and its employees, agents, contractors, licensees, invitees, and guests.
- 6.5 The County further covenants that it will not (i) commit any waste, nuisance, or hazardous trade or occupation on, in, or upon the Property; (ii) take any action, or keep anything in or about the

Property, that will increase the risk of any hazard; fire, or catastrophe; (iii) damage the Property; and (iv) use or occupy or permit the Property to be used or occupied in any manner that will violate any laws or regulations of any governmental authority.

- 6.6 The City shall use the Cultural Center in a manner that is compatible with the Permitted Uses for the Library. The City shall provide written notice to the County for any event at the Cultural Center at least Two (2) weeks before the event, if reasonably possible. The City shall provide adequate parking for all attendees of events at the Cultural Center without using the Library's Dedicated Parking during Operating Hours.

7. **Quiet Possession.** The County shall and may peaceably and quietly have, hold, and enjoy the Library during the Term hereof, provided that the County performs all the covenants and conditions that it is required to perform under this Agreement; and the City warrants that it has full right and sufficient title to lease the Library to the County for the Term.

8. Utilities and Other Services.

- 8.1 The City warrants to the County that electricity, water, sanitary and drainage sewers, telephone, and natural gas will be available at the outside wall of the Building throughout the Term. If any utility service becomes unavailable or is interrupted for more than Thirty (30) consecutive days (without default by the County), in addition to any other remedy the County may have under this Lease, the County may terminate this Agreement by providing the City with written notice specifying a termination date which must be at least Thirty (30) calendar days after the date of such notice.
- 8.2 The County shall pay all initial utility deposits and fees, and all monthly service charges for water, electricity, sewage, gas, telephone, and any other utility services furnished to the Library and the improvements on the Library during the Term. If any such services are not separately metered or billed to the County, but rather are billed to and paid by the City, the County will pay to the City its pro rata share of the cost of such services, as determined by the City, together with its pro rata share of the cost of making such determination.
- 8.3 The County shall be responsible for the costs of operating the Library, and the City shall be responsible for the costs of operating the Cultural Center.

9. Repairs and Maintenance by the County.

- 9.1 The County shall, at its sole cost and expense, keep the interior and fixtures of the Library in good working order and condition, and make all necessary repairs thereto. All repairs made by the County shall be at least substantially similar in quality and class to the original work or installations, ordinary wear and tear excepted. The County shall also be responsible for providing janitorial services and pest control for the interior portions of the Library.
- 9.2 The County's obligations to repair and maintain will not extend to:
- 9.2.1 damage caused by the City in connection with the Building;
 - 9.2.2 damage caused by any defect in the design, construction, or materials of the Building, including the Library and improvements made by the City in connection with the Building;
 - 9.2.3 damage caused, in whole or in part, by the negligence or willful misconduct of the City or City's employees, agents, contractors, licensees, invitees, or guests;
 - 9.2.4 reasonable wear and tear;
 - 9.2.5 damage due to fire, earthquake, acts of God, the elements, or other casualties to the extent not required to be insured by the County;
 - 9.2.6 damage to the interior of the Library resulting from causes outside the Library not required to be insured by the County;
 - 9.2.7 damage arising from the City's failure to comply with the provisions of this Agreement; and
 - 9.2.8 capital expenditures to replace appliances and systems.
- 9.3 If the County fails to meet its repair and maintenance obligations under this Section 9, the City may perform such obligations and the County shall reimburse the City within Thirty (30) calendar days after receiving an invoice from the City that details the repairs made and the expenses incurred.

10. Repairs and Maintenance by the City.

- 10.1 The City shall, at its sole cost and expense, keep and maintain the following in a clean, safe, good, and orderly condition, and make all necessary repairs and replacements thereto: the Cultural Center; the Common Areas; exterior of the Building, including, but not limited to, exterior windows, paint, walls, landscaping, irrigation systems, paving, and swale areas surrounding the Property; the Parking Area; the roof; skylights; foundations; elevators; sidewalks; the Library's interior walls, windows, floors, and ceilings; and all sprinkler, hot water, heating, ventilating, air conditioning, plumbing, electrical, and life-safety systems, and the appurtenances thereto. City shall also be responsible for providing janitorial supplies and services for the Cultural Center and all Common Areas, and trash removal and termite control for the Building.
- 10.2 The City shall also make any repairs required due to water leakage or any other emergency repairs for the Building. The term "emergency repair" shall include all replacements, renewals, alterations, additions, betterments, and capital expenses necessary to protect the health or safety of the County's employees, agents, contractors, licensees, invitees, and guests, or to prevent risk to the Building.
- 10.3 The City shall begin any repairs required for the mechanical, electrical, or plumbing systems, or any repairs required under Section 10.2, within Twenty-Four (24) hours after receiving notice from the County.
- 10.4 If the City fails to meet its repair and maintenance obligations under this Section 10, the County may perform such obligations and the City shall reimburse the County within Thirty (30) calendar days after receiving an invoice from the County that details the repairs made and the expenses incurred.

11. Alterations and Improvements.

- 11.1 The County may make non-structural changes, alterations, or additions to the interior of the Library ("Personalty") without seeking consent from the City. All Personalty shall remain the exclusive property of the County unless the Parties agree otherwise in writing.
- 11.2 The County may make structural alterations or additions to the Library during the Term ("Improvements") with the City's written consent, which shall not be unreasonably withheld or delayed. The

City shall provide a written response within Ten (10) business days of the County's request to make any Improvements. The Improvements shall immediately, upon being added to or incorporated in the Library, be and remain the exclusive property of the County unless the Parties agree otherwise in writing.

- 11.3 All Personalty and Improvements shall (i) comply with all applicable laws; (ii) be compatible (as determined in good faith by the City) with the Building and its mechanical, electrical, heating, ventilating, air-conditioning, and life-safety systems; (iii) not interfere with the use and occupancy of any other portion of the Building or the Property by any other tenant or their invitees; and (iv) not affect the integrity of the structural portions of the Building.
- 11.4 All Personalty and Improvements, remaining the exclusive property of the County, shall be placed, maintained, and operated on the Library at the County's sole risk and obligation. The City shall not be liable for any damage to such Personalty or Improvements, or any theft, misappropriation, or loss thereof, except in the event of any damage, theft, misappropriation, or loss caused by the City, its employees, agents, or contractors.
- 11.5 Upon the expiration or earlier termination of this Agreement, unless the Parties agree to a new term pursuant to Section 3, the County shall, at its sole expense, remove its Personalty and Improvements from the Library, and repair all damage caused by such removal. Any Personalty and Improvements not removed from the Library upon the expiration or earlier termination of this Agreement shall be deemed the property of the City without further liability to the County.

12. Damage and Destruction.

- 12.1 If a fire, casualty, or other cause beyond the reasonable control of the Parties damages all or part of the Library, Building, or Property during the Term ("Casualty"), the City shall, at its sole cost and expense, rebuild the damaged property to its original condition or better.
- 12.2 The City shall diligently commence the necessary repairs or reconstruction of the property damaged by a Casualty. Within Thirty (30) calendar days after a Casualty occurs, the City shall provide the County with written notice specifying the time that will be reasonably needed to repair or reconstruct the damaged property.

- 12.3 Force Majeure. The performance by the City and the County of their obligations under this Agreement will be excused by delays due to strikes, lockouts, labor trouble, inability to procure labor or materials or reasonable substitutes for them, failure of power, governmental requirements, restrictions or laws, fire or other damage, war or civil disorder, or other causes beyond the reasonable control of the Party delayed, but not delays resulting from changes in economic or market conditions, or financial or internal problems of the Party delayed, or problems that can be satisfied by the payment of money. As a condition to the right to claim a delay under this Section 12.3, the delayed Party will (i) notify the other Party of the delay within Seven (7) business days after the delay occurs; and (ii) give the other Party a weekly update, which describes in reasonable detail the nature and status of the delayed Party's efforts to end the delay.

13. Default.

- 13.1 The following shall constitute a "County Default":

13.1.1 The County vacates or abandons the Library; or

13.1.2 The County materially breaches any of its obligations under this Agreement, and the breach continues for a period of Thirty (30) calendar days after the County receives written notice from the City, or such additional time as may be reasonably required if the cure cannot be completed within Thirty (30) calendar days but is timely commenced and is diligently prosecuted.

- 13.2 The following shall constitute a "City Default":

13.2.1 The City vacates or abandons the Cultural Center, unless the City sells the Cultural Center in accordance with Section 18; or

13.2.2 The City materially breaches any of its obligations under this Agreement, and the breach continues for a period of Thirty (30) calendar days after the City receives written notice from the County, or such additional time as may be reasonably required if the cure cannot be completed within Thirty (30) calendar days but is timely commenced and is diligently prosecuted.

14. Remedies.

- 14.1 If a County Default occurs, as set forth in Section 13.1, then the City may elect one of the following remedies:

14.1.1 Termination of this Agreement and the County's right to possession of the Library by providing the County with written notice specifying a termination date, which must be at least Thirty (30) calendar days after the date of such notice;

14.1.2 Re-enter and take possession of the Library, or any part of the Library; expel the County, and those claiming a right to possession of the Library through or under the County, from the Library; and remove the Personality on the Library; or

14.1.3 Pay the amount or perform the obligation that the County has failed to do, and the County shall reimburse the City within Thirty (30) calendar days after receiving an invoice from the City that details the correction made and the expenses incurred.

14.2 If a City Default occurs, as set forth in Section 13.2, then the County may elect one of the following remedies:

14.2.1 Termination of this Agreement by providing the City with written notice specifying a termination date which must be at least Thirty (30) calendar days after the date of such notice.

14.2.2 Pay the amount or perform the obligation that the City has failed to do, and the City shall reimburse the County within Thirty (30) calendar days after receiving an invoice from the County that details the correction made and the expenses incurred.

14.3 This Section 14 shall not deprive either Party of the right it may have to recover damages for breach of this Agreement or to specific performance of this Agreement.

15. **Termination.** In addition to the termination rights provided for in Sections 8.1, 14, 28.1, and 36, the Parties agree to the following:

15.1 The County shall have the right to terminate this Agreement for convenience by providing written notice to the City at least Ninety (90) calendar days before the date of termination.

15.2 If at any time the County Administrator determines that termination of the Agreement is necessary to protect public health, safety, or welfare, the County Administrator may terminate the Agreement upon providing such written notice as the County Administrator deems appropriate under the circumstances. The "County Administrator" is defined as the administrative head of County pursuant to Sections 3.02 and 3.03 of the Broward County Charter.

16. **Holdover by the County.** The County may remain in possession of the Library after the expiration of this Agreement ("Holdover"), but a Holdover shall not be deemed or construed to be a renewal or extension of the Agreement. Any Holdover by the County shall create a month-to-month tenancy, subject to all conditions, provisions, and obligations of this Agreement in effect on the last day of the Term. Either Party may terminate a Holdover at the end of any month upon providing Ninety (90) days written notice to the other Party.

17. Assignment or Subletting.

17.1 The County may assign or sublet all or portion of the Library to a non-government entity or individual with the City's prior written consent, which shall not be unreasonably withheld or delayed; provided that the Library continues to be used for the Permitted Uses. The City shall have the right to terminate this Lease if the County subleases or assigns this Lease to non-government entity that is not reasonably acceptable to the City.

17.2 The County may assign or sublet all or a portion of the Library to a government agency, as defined by State law, without the City's consent. If all of the County's interests in the Library are assigned pursuant to this Section, such assignment shall relieve the County from all liability under this Agreement. Notwithstanding the foregoing, the City may require the assignee to enter into a lease agreement with City on substantially the same terms as this Agreement.

18. Change in Ownership /Encumbrances.

18.1 The City shall not encumber any part of the Property with a mortgage, or sell any part of the Property, without the County's prior written consent. The City shall give written notice to the County at least Ninety (90) days before the City intends to encumber or sell any part of the Property.

18.2 If the City sells any part of the Property during the Term, the City shall immediately, together with the new owner(s), give the County written notice identifying the new owner(s). If either the City or the new owner(s) fail to notify the County, the County shall be entitled to continue treating the City as the owner of the Property until notice is received from both the City and the new owner(s).

18.3 Any mortgage or sale of the Property shall require the execution of a subordination, non-disturbance, and attornment agreement which shall run with the land in favor of the County and shall be recorded

in the Public Records of Broward County, Florida. Additionally, prior to any sale of the Property, the County shall have the right to enter into an automatic Fifty (50) year lease with the new owner(s) under the same terms and conditions of this Agreement.

19. **Surrender.** Subject to all applicable provisions of this Agreement, the County agrees that it will peaceably surrender and deliver the Library to the City upon the expiration or earlier termination of this Agreement.

20. **Taxes and Assessments.** If any taxes, assessments, or other charges are levied by any governmental entity against the Library, the Building, or the Property ("Taxes"), the City shall directly pay such Taxes to the applicable governmental entity.

21. **Notices.** For a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via email to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

To County:

Broward County Administrator
Governmental Center
115 South Andrews Avenue, Room 409
Fort Lauderdale, Florida 33301
Email Address: bhenry@broward.org

With a copy to:

Director of Real Property
Governmental Center
115 South Andrews Avenue, Room 501
Fort Lauderdale, Florida 33301
Email Address: pbhogaita@broward.org

AND

Director of Libraries Division
Broward County Main Library – 8th Floor
100 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email Address: kelvinwatson@broward.org

To City:

City Manager
City of Pompano Beach
100 West Pompano Beach Boulevard
Pompano Beach, Florida 33004
Email Address: greg.harrison@copbfl.com

With a copy to:
City Attorney
100 West Atlantic Boulevard
Pompano Beach, Florida 33060
Email Address: mark.berman@copbfl.com

AND

Earl Bosworth
Assistant City Manager
100 West Atlantic Boulevard
Pompano Beach, Florida 33060
Email Address: earl.bosworth@copbfl.com

AND

Phyllis Korab
Cultural Affairs Director
50 West Atlantic Boulevard
Pompano Beach, Florida 33060
Email Address: phyllis.korab@copbfl.com

22. **City's Representations and Warranties.** The City hereby covenants and warrants that:

- 22.1 The City is the fee simple owner of the Building and the Property, and the City has good and marketable title thereto;
- 22.2 The City has not received any notice from a governmental authority for a violation of law, ordinance, or regulation regarding the Property.
- 22.3 If the Property is subject to restrictive covenants, the City has not received any notice regarding a breach of such covenants.

- 22.4 The Property is not subject to a prior lease, ground lease, or any covenant, declaration, easement, or other document or encumbrance, which is reasonably likely to interfere with the County's use and occupancy of the Library for the Permitted Uses.
- 22.5 The Property and the Permitted Uses for the Library comply with all laws, statutes, codes, ordinances, rules, orders, and regulations of all federal, state, and local governmental or quasi-governmental authorities having jurisdiction over the Property.
- 22.6 The County and its employees, agents, contractors, licensees, invitees, and guests shall have a continuous right to access the Library from public or private rights-of-way and other public travel ways and routes.

23. Inspection.

- 23.1 The City, its employees, agents, licensees, or contractors may enter the Library at reasonable times during Operating Hours to inspect the Library by providing the County's Contract Administrator, as defined in Section 30.2, with reasonable written notice of the inspection.
- 23.2 If an emergency arises outside of the Operating Hours, and can potentially cause significant damage to persons or property, the City, its employees, agents, licensees, or contractors may immediately enter the Library to address the emergency and shall promptly notify the County's Contract Administrator of such entry.

24. Liability and Insurance.

- 24.1 To the extent permitted by law, and without either Party waiving its sovereign immunity or waiving any limits established by Section 768.28, Florida Statutes, each Party is responsible for all personal injury and property damage caused, either by commission or omission, by that Party or its officers, employees, or agents.
- 24.2 Each Party acknowledges without waiving its right of sovereign immunity as provided by Section 768.28, Florida Statutes, that each Party is self-insured for general liability under state law with coverage limits of Two Hundred Thousand (\$200,000) per person and Three Hundred Thousand (\$300,000) per occurrence, or such monetary waiver limits that may change and be set forth by the Florida Legislature. Self-insurance and/or insurance requirements shall not relieve or limit the liability of either Party, except to the extent provided by Section 768.28, Florida Statutes. Both Parties

reserve the right to require other insurance coverage that both Parties deem mutually necessary depending upon the risk of loss and exposure to liability.

- 24.3 Each Party shall furnish the other Party with written verification of liability protection in accordance with state law prior to the Effective Date of this Agreement.
- 24.4 The City shall, at its sole cost and expense, keep the Building insured on an "All Risk" basis, together with extended coverage to the extent of replacement value thereof, including plate glass insurance. The City shall include Broward County as an additional insured under insurance policies required by this Agreement. Broward County, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, shall be listed as a certificate holder on Certificates of Insurance.
- 24.5 Mutual Release. The City and the County each hereby waives on behalf of itself and its property insurers any and all rights of recovery, claim, action, or cause of action against the other and its agents, officers, servants, partners, shareholders, or employees (collectively, the "Related Parties") for any loss or damage that may occur to or within the Property or the Building or any improvements thereto, or any personal property of such party therein which is insured against under the insurance required under Section 24 herein, or which would be insured against under the terms of any the insurance policy required to be carried or maintained by the waiving party hereunder, whether or not such insurance coverage is actually being maintained, including, in every instance, such loss or damage that may be caused by the negligence of the other party hereto and/or its Related Parties. For purposes of this Section, all deductibles shall be considered insured losses. The City and the County each agrees to cause appropriate clauses to be included in the insurance policies required under Section 24 necessary to implement the foregoing provisions.
- 24.6 Waiver of Subrogation. The City and the County further mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof and that the insurance required under Section 24 herein shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair the right of the releaser to recover thereunder. The City and the County each agree that its respective insurance policies will include such a clause or endorsement so long as the same is obtainable (cost shall not be a basis to claim non-obtainability) and, if not obtainable, shall so advise the other in

writing and such notice shall release both parties from the obligation to obtain such a clause or endorsement.

25. Conflict Resolution.

- 25.1 The Parties, through their respective Contract Administrators shall attempt to amicably resolve any dispute regarding this Agreement in order to avoid litigation.
- 25.2 If the Contract Administrators are unable to reach an agreement within Thirty (30) calendar days after the dispute arises, the Parties shall submit to a non-binding mediation before any matter is brought to litigation. The mediator for any such non-binding mediation shall be approved by the Contract Administrators. The Parties shall equally share in the costs of the mediator, but each Party shall bear its own attorney's fees in connection with such mediation.

26. Criminal Background Screening.

- 26.1 The City shall perform a criminal background screening ("Background Search") through the Florida Department of Law Enforcement ("FDLE") on its officers, employees, agents, contractors, and volunteers who will be working in the Library, or in areas of the Property where they are reasonably likely to interact with patrons of the Library during Operating Hours ("Sensitive Areas").
- 26.2 The City shall not permit any person listed as a sexual predator or sexual offender, either on the FDLE's Sexual Offenders and Predators website or the United States Department of Justice's National Sex Offender Public website, to provide any services for the City at the Sensitive Areas. All persons subject to the Background Search under this Agreement shall be rescreened on each yearly anniversary of the initial screening.
- 26.3 The City shall maintain the results of the Background Search for the Term of this Agreement, and shall promptly forward copies of same to the County, upon its request.
- 26.4 On a monthly basis, the City shall furnish an Affidavit, in the form attached hereto as **Exhibit E**, to the County's Contract Administrator ("Monthly Affidavit"). The County's Contract Administrator may permit the Monthly Affidavit to be furnished in an electronic format.

- 26.5 The Monthly Affidavit shall affirm that the listed individuals have undergone the Background Search and are eligible to work at the Sensitive Areas ("Eligible Workers"). Each Monthly Affidavit shall reconfirm the eligibility of Eligible Workers listed in the previous month's affidavit, and identify new Eligible Workers, if applicable.
- 26.6 The City shall require all Eligible Workers to provide notice to the City's Contract Administrator regarding any arrest related to sexual misconduct within Forty-Eight (48) hours of such arrest. If the City obtains or receives any new criminal background information that potentially disqualifies an Eligible Worker from working at the Sensitive Areas, the City shall immediately discontinue allowing this person to work at the Sensitive Areas while the City conducts a review of such person's eligibility.

27. Audit Rights and Retention of Records.

- 27.1 The County shall have the right to review and audit the books, records, and accounts of the City that are related to the Library or this Agreement. The County must give the City written notice of its intent to review or audit, or both, at least Thirty (30) calendar days before exercising its rights under this Section 27.1.
- 27.2 The City shall keep such books, records, and accounts as may be necessary to document the City's activities, and all the monies received, under this Agreement ("Records"). All Records shall be kept in accordance with generally accepted accounting principles. The City shall make the Records available to the County at no cost, in written form, and within a reasonable time after it receives the written request from the County.
- 27.3 All Records shall be maintained for a period consistent with the requirements of the State of Florida's public records law, if applicable, and, at least Three (3) years after the expiration of this Agreement.
- 27.4 This Section 27 and its obligations shall survive the expiration or earlier termination of this Agreement.

28. **Eminent Domain.** If the Library is taken or condemned by a governmental authority or entity having the power of eminent domain, the Parties agree as follows:

- 28.1 **Total Taking.** The Term of this Agreement shall be terminated if the entire Library is taken by the exercise of the power of eminent domain or, in the event of a partial taking, the remaining portion of

the Library is in the County's sole determination rendered unusable for the County's use or occupancy as the result of such partial taking. Upon such termination of the Term, the Parties shall be released from their respective obligations under this Agreement effective on the date title to the property is transferred to the condemning authority.

28.2 Partial Taking. The Term of this Agreement shall continue in effect if, in the event of a partial taking, the remaining portion of the Library remains usable for the Permitted Uses in the Parties' Opinion.

28.3 Award. The County shall be entitled to receive and retain any condemnation award recovered in an eminent domain proceeding for all or part of the Library. The City shall execute any instrument or assignment, as requested by the County, to join the County in a petition for the condemnation award, and the City shall give the County any condemnation award for all or part of the Library.

28.4 The County shall not be entitled to any condemnation award for the Building, except for the Library and the Improvements.

29. Environmental Contamination.

29.1 Portions of the Property are the subject of two Brownfield Site Rehabilitation Agreements ("BSRA(s)") between the County and the City. The City, as the Property owner, retains responsibility for compliance with the remediation and standards described in the BSRAs. Further, the City shall remediate any additional contamination that is discovered on the Property, provided that the County, its employees, or agents did not cause the contamination.

29.2 With the exception of the foregoing, the City represents and warrants to the County that as of the Effective Date, neither the City, nor to the best of the City's knowledge has any third party, used, produced, manufactured, stored, disposed of or discharged any hazardous wastes or toxic substances in, under, or about the Property. The City covenants that it will not use, produce, manufacture, store, dispose of, or discharge any hazardous wastes or toxic substances in, under, or about the Property (other than the normal and customary petroleum products used in the operation of motor vehicles) during the Term.

30. Contract Administrators.

- 30.1 The City has delegated authority to the City Manager, or his/her designee, to take any action necessary to implement and administer this Agreement ("City's Contract Administrator"). The City's Contract Administrator is authorized to exercise the City's rights and obligations under this Agreement, including, but not limited to, giving consent or providing notice to the County when necessary, and terminating this Agreement subject to formal approval by the City Commission.
- 30.2 The County has delegated authority to the County Administrator, or his/her designee, to take any action necessary to implement and administer this Agreement ("County's Contract Administrator"). The County's Contract Administrator is authorized to exercise the County's rights and obligations under this Agreement, including, but not limited to, giving consent or providing notice to the City when necessary, setting the Operating Hours of the Library, and terminating this Agreement.

31. Jurisdiction, Venue, and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either Party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, THE CITY AND THE COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

32. Attorney's Fees. Each Party shall bear its own attorney fees in any litigation or proceeding arising under this Agreement.

33. Third Party Beneficiaries. Neither the City nor the County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

34. Compliance with Laws. The City and the County shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations when performing their respective duties, responsibilities, and obligations under this Agreement.

35. **Materiality and Waiver of Breach.** The City and the County agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the Parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement, and that each is, therefore, a material term hereof. Either Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or a modification of this Agreement. A waiver or breach of any provision or modification of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed as a modification of the terms of this Agreement.

36. **Severance.** In the event that any part of this Agreement is found to be invalid by a court of competent jurisdiction, that part shall be severed from this Agreement and the balance of this Agreement shall remain in full force and effect unless both the City and the County elect to terminate the Agreement. The election to terminate this Agreement pursuant to this Section shall be made within Ten (10) business days after the court's finding becomes final.

37. **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 Agreement expresses the Parties' mutual intent, and it shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

38. **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Parties hereto, with the same formality and of equal dignity herewith.

39. **Independent Contractor.** Each Party is an independent contractor under this Agreement. Services provided or acquired by a Party pursuant to this Agreement shall be subject to the supervision of such Party. In providing services, neither that Party nor its agents shall act as officers, employees, or agents of the other Party. No partnership, joint venture, or other joint relationship is created by this Agreement. The Parties do not extend to each other any authority of any kind to bind one another in any respect whatsoever.

40. **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 Broward County Public Health Unit.

41. **Prior Agreements.** This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement,

or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

42. **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 Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given effect.

43. **Recording.** The County, at its sole cost and expense, shall record this Agreement in the public records of Broward County, Florida within Ten (10) business days after the Effective Date.

44. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors and assigns.

45. **Incorporation by Reference.** Attached **Exhibits A, B, C, D, and E** are incorporated into and made a part of this Agreement.

46. **Representation of Authority.** Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

47. **Counterparts / Multiple Originals.** This Agreement may be executed in counterparts. Each executed counterpart will constitute an original document, and all of them, together, will constitute one and the same agreement. It shall not be necessary for every Party to sign each counterpart but only that each Party shall sign at least one such counterpart.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the Parties hereto have made and executed this 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 the City, signing by and through its _____, duly authorized to execute same.

"COUNTY":

ATTEST:

By: _____
Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

Insurance requirements
approved by Broward County
Risk Management Division

By: _____
Signature (Date)

Print Name and Title above

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Mayor
____ day of _____, 20____

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

By: _____
Irma Qureshi (Date)
Assistant County Attorney

By: _____
Annika E. Ashton (Date)
Senior Assistant County Attorney

LEASE AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF
POMPANO BEACH FOR THE POMPANO BEACH LIBRARY.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

(SEAL)

ASCELETA HAMMOND, CITY CLERK

Approved As To Form:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this _____ day of _____, 2018, by **LAMAR FISHER** as Mayor, **GREGORY P. HARRISON** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

FP:jmz
5/16/18
2018-821f

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LAND DESCRIPTION:

ALL OF LOTS 1-22 OF BLOCK 38, SUNYLAN UNIT 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 45 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

ALL OF LOTS 1-10 OF BUCKS RESUBDIVISION OF BLOCK 39 OF SUNYLAN UNIT 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 37, PAGE 39 OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA.

TOGETHER WITH:

THE ABANDONED RIGHTS-OF-WAY OF S.W. 1ST STREET, S.W. 1ST COURT AND S.W. 1ST TERRACE AS SHOWN ON CITY OF POMPANO BEACH ORDINANCE NUMBER 2007-42, AS RECORDED IN OFFICIAL RECORDS BOOK 43852, PAGE 827 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATED, LYING AND BEING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 162,386 SQUARE FEET (3.73 ACRES), MORE OR LESS.

[illegible]

LOCATION MAP
NOT TO SCALE

1 UNIT 2, P.B. 10, PG. 45, B.C.R., LCTS 1-10 OF
BLOCK 39 SUNNYLAN UNIT 2, P.B. 37, PG. 39, B.C.R.
RDINANCE 2007-42, O.R.B. 43852, PG. 827, B.C.R.
BROWARD COUNTY, FLORIDA

[illegible]

EXHIBIT B

AS-BUILT FLOOR PLANS OF THE LIBRARY

CLM ARCHITECTS

1000 N. 10th St.
 Suite 100
 Fort Lauderdale, FL 33304
 Tel: 754.467.1111
 Fax: 754.467.1112

MPCL STUDIO

1000 N. 10th St.
 Suite 100
 Fort Lauderdale, FL 33304
 Tel: 754.467.1111
 Fax: 754.467.1112

FLYNN ENGINEERING SERVICES

1000 N. 10th St.
 Suite 100
 Fort Lauderdale, FL 33304
 Tel: 754.467.1111
 Fax: 754.467.1112

LAKDAS/OHALEM

1000 N. 10th St.
 Suite 100
 Fort Lauderdale, FL 33304
 Tel: 754.467.1111
 Fax: 754.467.1112

PROJECT CAINE

1000 N. 10th St.
 Suite 100
 Fort Lauderdale, FL 33304
 Tel: 754.467.1111
 Fax: 754.467.1112

FRAGA ENGINEERS

1000 N. 10th St.
 Suite 100
 Fort Lauderdale, FL 33304
 Tel: 754.467.1111
 Fax: 754.467.1112

CCEN+PARTNERS

1000 N. 10th St.
 Suite 100
 Fort Lauderdale, FL 33304
 Tel: 754.467.1111
 Fax: 754.467.1112

CURTIS + ROGERS

1000 N. 10th St.
 Suite 100
 Fort Lauderdale, FL 33304
 Tel: 754.467.1111
 Fax: 754.467.1112

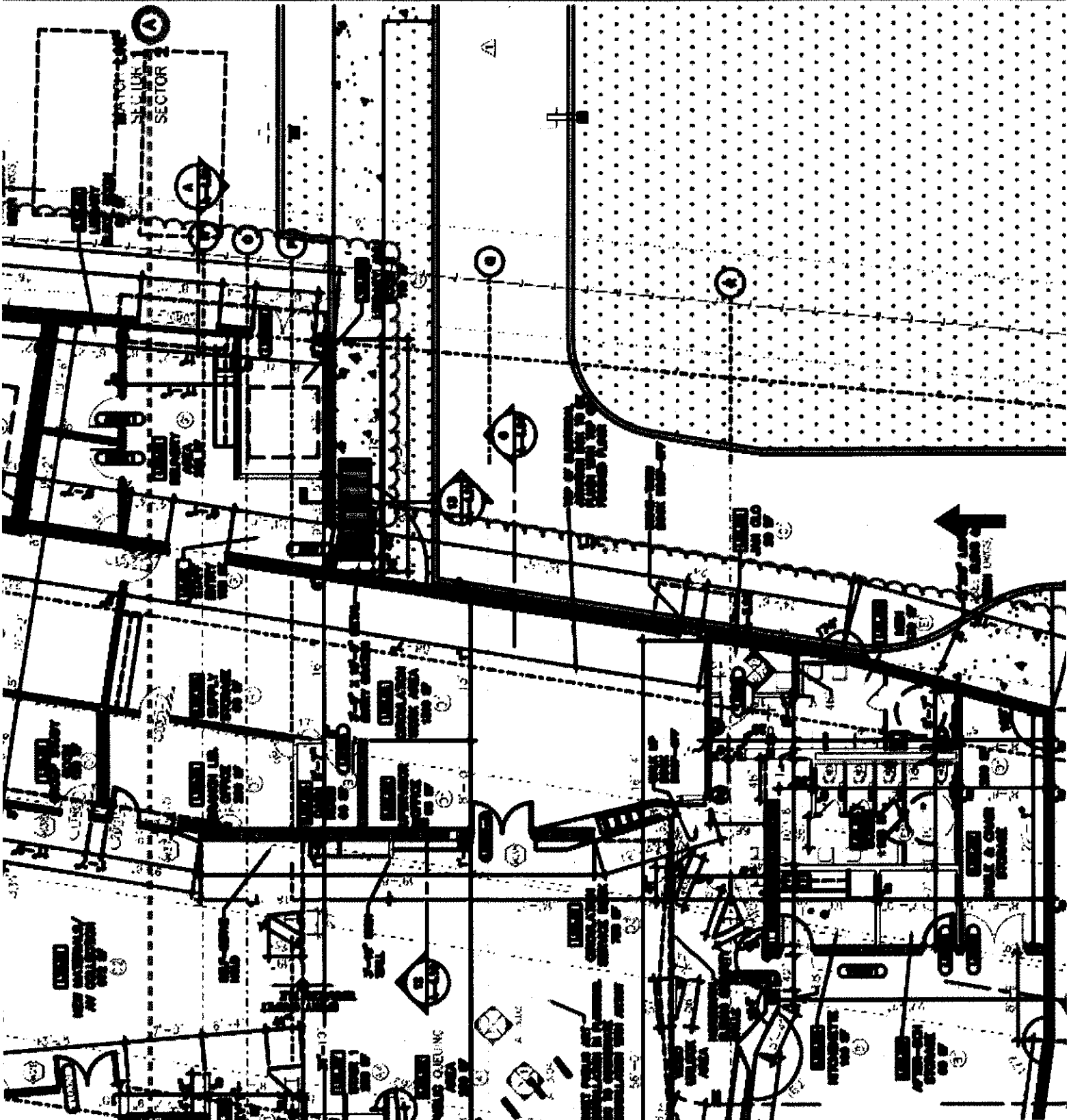
DESIGNSILUO

1000 N. 10th St.
 Suite 100
 Fort Lauderdale, FL 33304
 Tel: 754.467.1111
 Fax: 754.467.1112

Digitally signed by
 Rolando Silva
 DN: cn=Rolando Silva,
 o=Silva Architects,
 ou=AR0007/202,
 email=rolando@silvaarc.co
 m, c=US,
 Date: 2018.02.20
 14:52:17 -0500

Rolando

o Silva





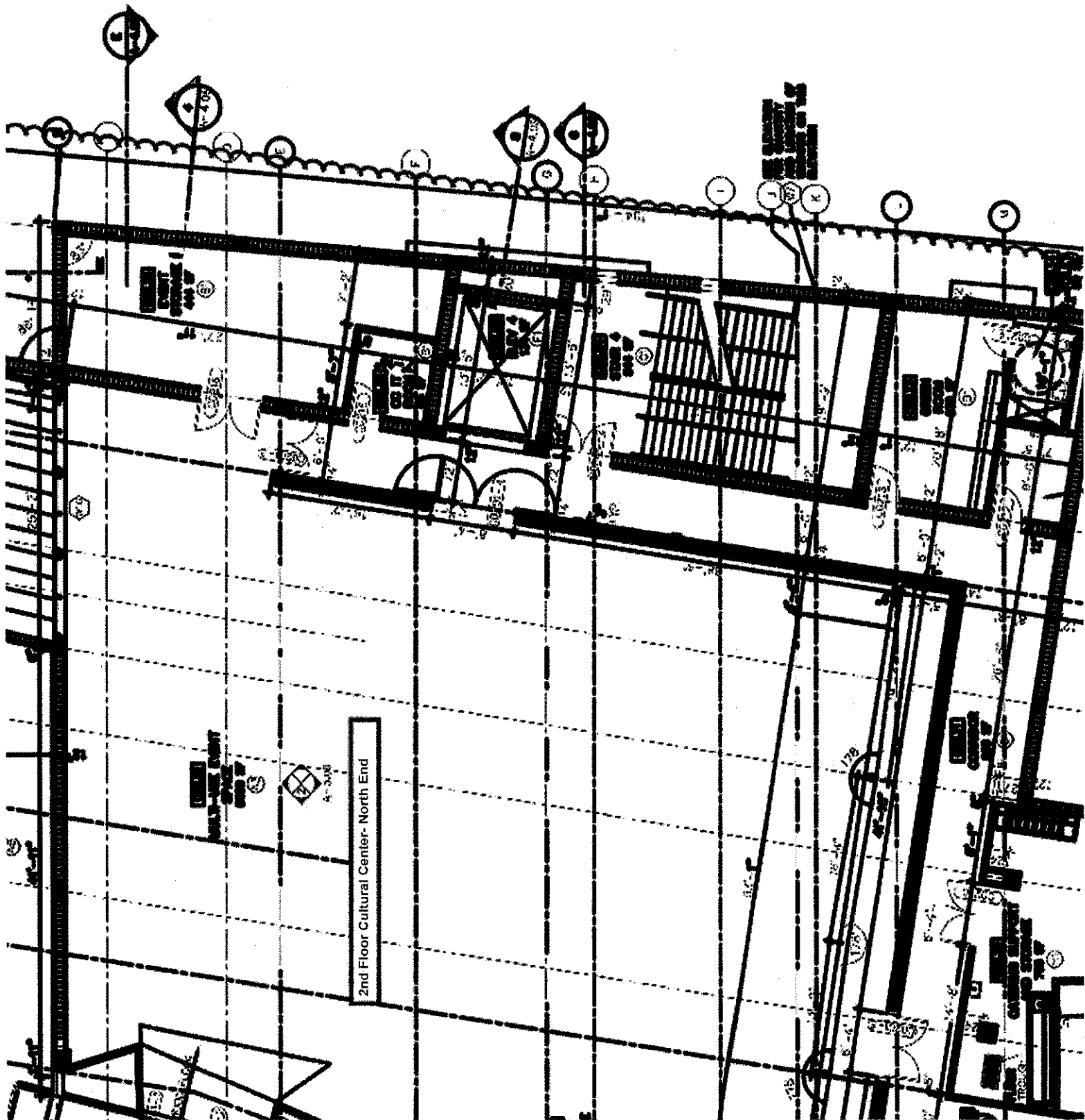
UPDATED FLIGHT PLAN TO DEPART FOR KULIN
EQUIPMENT LAYOUT IN ROOM 202, HEATERING SUPPORT
LINE) WERE PREVIOUSLY SUSPENDED FOR REVISION

Rolando Silva
Digitally signed by Rolando Silva
DN: cn=Rolando Silva,
o=Silva Architects,
ou=AR0007202,
email=silva@silvaarc.co
m, c=US
Date: 2018.02.20
14:53:53 -0500



EXHIBIT C

AS-BUILT FLOOR PLANS



CLM INTERIORS
 100 S.W. 10TH AVE. SUITE 304
 MIAMI, FL 33130
 305-444-8822 • 305-444-8822 • 305-444-8822

MPUL STUDIO
 112 S.W. 10TH AVE. SUITE 202
 MIAMI, FL 33130
 305-444-8822 • 305-444-8822 • 305-444-8822

FLYNN ENGINEERING SERVICES
 201 S.W. 10TH AVE. SUITE 202
 MIAMI, FL 33130
 305-444-8822 • 305-444-8822 • 305-444-8822

LAKDAS/YOHALEM
 201 S.W. 10TH AVE. SUITE 202
 MIAMI, FL 33130
 305-444-8822 • 305-444-8822 • 305-444-8822

PROJECT CAINE
 201 S.W. 10TH AVE. SUITE 202
 MIAMI, FL 33130
 305-444-8822 • 305-444-8822 • 305-444-8822

FRAGA ENGINEERS
 201 S.W. 10TH AVE. SUITE 202
 MIAMI, FL 33130
 305-444-8822 • 305-444-8822 • 305-444-8822

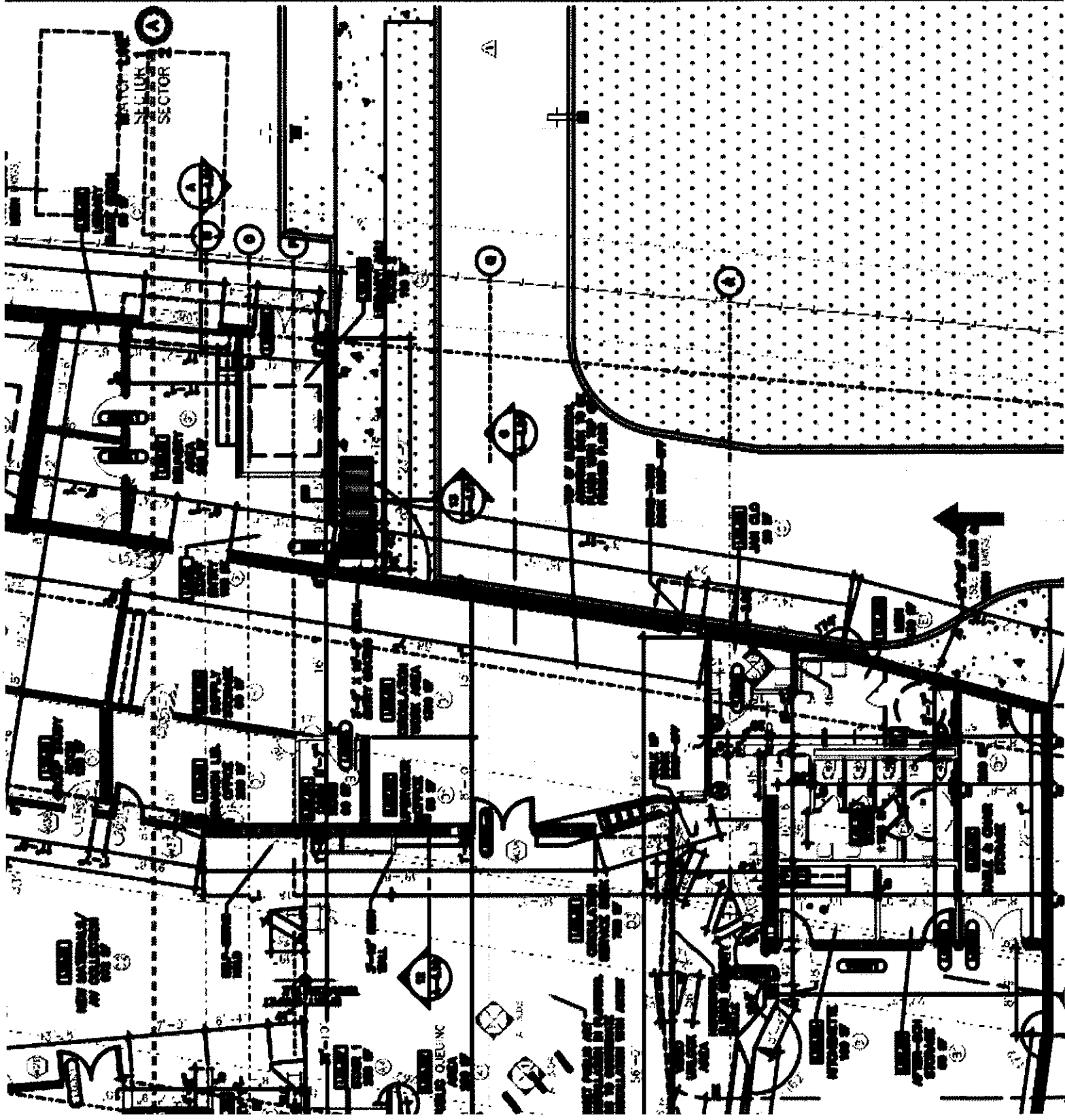
CCEN+PARTNERS
 201 S.W. 10TH AVE. SUITE 202
 MIAMI, FL 33130
 305-444-8822 • 305-444-8822 • 305-444-8822

CURTIS + ROGERS DESIGN STUDIO
 201 S.W. 10TH AVE. SUITE 202
 MIAMI, FL 33130
 305-444-8822 • 305-444-8822 • 305-444-8822

Digitally signed by
 Rolando Silva
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 Date: 2018.02.20 14:52:55
 +05'00'

Rolando Silva





CLM MEMBERS
 1000 N. W. 10th Ave.
 10th Floor, Suite 1000
 Coral Gables, FL 33133
 305-442-1000

MPdL STUDIO
 1000 N. W. 10th Ave.
 10th Floor, Suite 1000
 Coral Gables, FL 33133
 305-442-1000

FLYNN ENGINEERING SERVICES
 1000 N. W. 10th Ave.
 10th Floor, Suite 1000
 Coral Gables, FL 33133
 305-442-1000

LAKDAS/OHALEM
 1000 N. W. 10th Ave.
 10th Floor, Suite 1000
 Coral Gables, FL 33133
 305-442-1000

PROJECT CAINE
 1000 N. W. 10th Ave.
 10th Floor, Suite 1000
 Coral Gables, FL 33133
 305-442-1000

FRAGA ENGINEERS
 1000 N. W. 10th Ave.
 10th Floor, Suite 1000
 Coral Gables, FL 33133
 305-442-1000

CCEN+PARTNERS
 1000 N. W. 10th Ave.
 10th Floor, Suite 1000
 Coral Gables, FL 33133
 305-442-1000

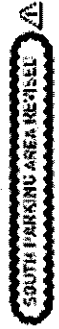
CURTIS + ROGERS DESIGN STUDIO
 1000 N. W. 10th Ave.
 10th Floor, Suite 1000
 Coral Gables, FL 33133
 305-442-1000

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 Rolando Silva
 DN: cn=Rolando Silva,
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 m, c=US
 Date: 2018.02.20
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Rolando Silva

EXHIBIT D

PARKING SITE PLAN



BOOK NO. EXT. PAGES
AREA 2 REVISED

[illegible]

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▲ PARKING CALCULATIONS ADDED

STANDARD FORMS

2

REQUIRE

1

EXHIBIT E

CRIMINAL BACKGROUND SCREENING AFFIDAVIT FORM

EXHIBIT E

AFFIDAVIT CRIMINAL BACKGROUND SCREENING

AGREEMENT TITLE: Lease Agreement for The Pompano Beach Public Library

NAME OF OTHER PARTY: City of Pompano Beach, a Florida municipal corporation

DATE: _____

By signing this form, I am swearing or affirming that all individuals providing services to the COUNTY under the Agreement for the Pompano Beach Public Library have been background screened in accordance with the background screening requirements set forth in the Agreement and have been deemed eligible by the CITY to provide services as described in the Agreement. The information contained in this Affidavit is up to date as of the date this Affidavit is furnished to the COUNTY's Contract Administrator per the requirements of the Agreement.

All individuals providing services to the COUNTY under the Agreement for the Pompano Beach Public Library are listed below under categories 1 and 2 below. Each individual shall be identified by name, birth date and date deemed eligible and shall fall into one (1) of the following categories:

1. Previously screened and deemed eligible.

[Insert list of individuals]

2. New individuals screened and deemed eligible.

[Insert list of individuals]

3. Individuals no longer providing services for the CITY on the Pompano Beach Public Library under the Agreement.

[Insert list of individuals]

Signature of Affiant

Sworn to and subscribed before me this _____ day of _____, 20__.

My commission expires

NOTARY PUBLIC, STATE OF FLORIDA

My signature, as Notary Public, verifies the Affiant's identification has been validated by

EXHIBIT

3

Exhibit "3"

Place holder for Exhibit 3.