

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

This Lease Agreement for the Hallandale Beach Library (“Agreement”) is entered into by and between Broward County, a political subdivision of the State of Florida, whose address is Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 (“County”), and City of Hallandale Beach, a municipal corporation of the State of Florida, whose address is 400 South Federal Highway, Hallandale Beach, Florida 33009 (“City”). County and City are hereinafter individually referred to as a “Party,” and collectively referred to as the “Parties.”

RECITALS

- A. City is the owner of the Property, as defined in Section 2.1 of this Agreement.
- B. On September 22, 2009, the Parties entered into the Lease Agreement between City of Hallandale Beach and Broward County (“2009 Agreement”) wherein County leased from City the Property for purposes of operating a public library commonly known as the Hallandale Beach Branch Library.
- C. The 2009 Agreement expired, and the Parties have agreed to enter into a new lease agreement on substantially the same terms.
- D. The Parties desire to enter into this Agreement to establish the lease terms for the Property.

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

AGREEMENT

1. **Recitals.** The above recitals are true and correct and are incorporated herein.
2. **Lease and Description of the Property.**
 - 2.1 **Property.** City is the owner of that certain real property, as more particularly described in **Exhibit A**, attached hereto and made a part hereof, located at 300 South Federal Highway, Hallandale Beach, Florida 33009, and consisting of approximately Eighty-nine Thousand Nine Hundred Fifty (89,950) square feet of land (“Property”).
 - 2.2 **Lease of the Property.** City hereby leases unto County the Property consistent with the terms and conditions of this Agreement.
 - 2.3 **Building.** Existing on the Property is a Fourteen Thousand Seven Hundred (14,700) square feet building (“Building”). Notwithstanding

anything to the contrary in the 2009 Agreement, ownership of the Building, has not, and shall not transfer to City upon expiration of the term of the 2009 Agreement, and the Building remains the property of County during the Term of this Agreement. The Building shall become the property of the City upon earlier termination or expiration of this Agreement, unless the Parties agree to extend this Agreement or enter into a new agreement for lease of the Property.

3. **Term.**

3.1 **Initial Term.** This Agreement shall be effective as of the date it is fully executed by the Parties (“Effective Date”). The term of this Agreement shall commence retroactively to October 1, 2019 (“Commencement Date”) and shall expire five (5) years after the Effective Date (“Initial Term”), unless terminated earlier pursuant to this Agreement.

3.2 **Renewal Term.** County shall have the right to renew this Agreement for up to five (5) terms of five (5) years each (each a “Renewal Term”) upon the same terms and conditions of this Agreement. Each Renewal Term option shall be exercised by County, acting through its County Administrator, sending written notice to City at least sixty (60) days before the expiration of the Initial Term, or the then-current Renewal Term, as applicable. The Initial Term and the Renewal Terms (if timely exercised), are collectively referred to in this Agreement as the “Term.”

4. **Rent.** County shall pay the total rent of One Dollar (\$1.00) per year of the 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 Commencement Date.

5. **Parking Facilities.** City warrants that during the Term of this Agreement it will provide parking facilities on the Property or adjacent to the Building, to accommodate County’s employees, agents, patrons, invitees, licensees, contractors, visitors, and guests.

6. **Use of the Property.**

6.1 County may use and occupy the Property for operation of a public library (“Permitted Use”). County will not, without the written consent of City, which consent shall not be unreasonably withheld, permit the Property to be occupied by any person, firm, or corporation other than County and its employees, agents, contractors, licensees, invitees, and guests.

6.2 County further covenants that (i) no nuisance or hazardous trade or occupation shall be permitted or carried on, in, or upon the Property; (ii)

no act or thing shall be permitted and nothing shall be kept in or about the Property that would increase the risk of hazard or fire; (iii) no waste shall be permitted or committed upon or any damage done to the Property; and (iv) County will not use or occupy or permit the Property to be used or occupied in any manner that violates any applicable laws or regulations of any government authority.

7. **Quiet Possession.** County shall and may peaceably and quietly have, hold, and enjoy the Property during the Term hereof, provided that County performs all the covenants and conditions that it is required to perform under this Agreement, and City warrants that it has full right and sufficient title to lease the Property to County for the Term.
8. **Utilities and Other Services.** County shall pay for all utilities and services for the Building, including: A/C unit maintenance, A/C filter maintenance and replacement when obsolete, electricity, janitorial services and supplies on a five (5) day per week basis, water and sewer service, heat, pest control, and trash removal.
9. **Repair and Maintenance.**
 - 9.1 **Repair.** County shall keep the Building in good structural repair. County shall maintain and keep in good repair the roof, skylights, outside walls, foundations, sidewalks, interior walls, floors, windows, ceilings, sprinkler and hot water systems, elevators, heating plants, air conditioning plants, plumbing, and electrical wiring.
 - 9.2 **Maintenance.** County shall conduct maintenance of the Property including, without limitation, routine gardening, cutting, mulching, pruning and similar maintenance of all foliage, routine and nonroutine maintenance of parking areas, common exterior areas, and swale areas within the Property line (including cleaning, painting, striping, paving, and repairs).
10. **Alterations and Improvements.**
 - 10.1 **Allocation for County Improvements.** County has proposed an allocation of approximately One Million Two Hundred and Twenty-one Thousand Two Hundred and Eight Dollars (\$1,221,208) for improvements to the Building and furnishings ("County Improvements"), and approximately One Hundred Thousand Dollars (\$100,000) in furniture expenses, as described in **Exhibit B**, attached to this Agreement.
 - 10.2 In the event that this Agreement is terminated prior to the expiration of County's final Renewal Term, City shall be liable for the amortized reimbursement cost of the County Improvements. City shall pay County

the amortized reimbursement in accordance with the amortized reimbursement schedule attached to this Agreement as **Exhibit C**.

- 10.3 If County performs any additional Improvements, as defined below, or any repairs and/or maintenance (as mentioned in Sections 9.1 and 9.2) over the amount of Fifty Thousand Dollars (\$50,000), the value of said additional Improvements, repairs or maintenance shall be added to the proposed amortized reimbursement schedule attached to this Agreement as **Exhibit C**. In addition, the Parties, upon mutual consent, may automatically update the amortized reimbursement schedule for any changes up to ten percent (10%) of the total budget of the amortization schedule at the time of the change, as described in **Exhibit C** of this Agreement, without the need to amend this Agreement.
- 10.4 Nonstructural Changes. County may make non-structural changes, alterations, or additions to the Property ("Personalty") without seeking consent from the City. All Personalty shall remain the exclusive property of the County unless the Parties agree otherwise in writing. County agrees that all Personalty and personal property placed on the Property shall be at County's own risk. County shall remove all Personalty from the Property not later than ninety (90) days after expiration or earlier termination of this Agreement. County may be granted additional time to remove its Personalty with prior written consent from the City, and said consent shall not be unreasonably denied or withheld.
- 10.5 Structural Changes. County may, at its own expense, make such structural changes, alterations, additions, and improvements to the Property ("Improvements") as it deems necessary or expedient for the County's operations at the Property without seeking consent from City, so long as County obtains all permits, inspections, and certificates of occupancy as required by the governmental authorities having jurisdiction over the Property. Upon termination of this Agreement, all Improvements shall become the property of City.

11. Casualty.

- 11.1 Casualty. In the event of damage to the Property and/or the Building, or any part thereof, during the Term caused by fire, the elements, or other cause ("Casualty"), County shall give City immediate notice of the Casualty. The Property and/or the Building shall be repaired immediately by and at the expense of County. Notwithstanding the above, if the Property and/or the Building is destroyed by a Casualty so as to require substantial rebuilding, as determined by County, of either the Property or the Building, Rent shall be paid up to the time of such

destruction, this Agreement will terminate, and neither the County nor the City will have any further liability pursuant to this agreement.

- 11.2 Force Majeure. The performance by City and 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, restriction or laws, fire or other damage, war, epidemic, or civil disorder, or other causes beyond the reasonable control of the Party delayed, but not delay 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 11.2, the delayed Party will (i) notify the other Party of the delay within seven (7) calendar days after the delay occurs; and (ii) give the other Party a weekly update that describes in reasonable detail the nature and status of the delayed Party's efforts to end the delay.

12. Default and Remedies.

- 12.1 City Default. If City defaults under its obligations of this Agreement and fails to cure such default within ninety (90) calendar days after County's written notice, or in the event the breach is not correctable within ninety (90) calendar days, fails to commence correcting or diligently pursuing correction of the breach within ninety (90) calendar days after written notice from County identifying the breach, then (a) City shall be liable for any damages to property or loss thereby sustained by County and (b) County may have such default corrected at City's expense and City shall reimburse County upon presentation of an invoice certified by County detailing the corrections made and the expenses incurred. This provision shall not deprive County of the right to recover damages for breach of this Agreement or of the right to specific performance of this Agreement.
- 12.2 County Default. If County defaults under its obligations of this Agreement and fails to cure such default within ninety (90) calendar days after City's written notice, or in the event the breach is not correctable within ninety (90) calendar days, fails to commence correcting or diligently pursuing correction of the breach within ninety (90) calendar days after written notice from City identifying the breach, then (a) County shall be liable for any damages to property or loss thereby sustained by City and (b) City may have such default corrected at County's expense and County shall reimburse City upon presentation of an invoice certified by City detailing the corrections made and the expense incurred. This provision shall not deprive City of the right to recover damages for

breach of this Agreement or of the right to specific performance of this Agreement.

13. **Termination.** In addition to the termination rights provided for in this Agreement, the Parties agree to the following:

13.1 **County Termination for Convenience.** County shall have the right to terminate this Agreement for convenience by providing written notice to City at least ninety (90) calendar days before the date of termination. Notwithstanding Section 10.2 of this Agreement, in the event County terminates this Agreement for convenience pursuant to this Section 13.1, County shall not be entitled to any amortized reimbursement.

13.2 **City Termination for Convenience.**

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

13.2.2 If City terminates this Agreement for convenience, City shall be liable to County for amortized reimbursement of funds expended by County for the County Improvements in accordance with the schedule attached to this Agreement as **Exhibit C**, as may amended pursuant to Section 10.2. City must pay County within sixty (60) calendar days after the termination date provided in such written notice of termination by City.

13.3 If at any time the County Administrator (as defined below) determines that termination of the Agreement is necessary to protect public health, safety, or welfare, the County Administrator may terminate this Agreement upon providing such 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.

14. **Surrender Upon Termination.** Upon expiration or earlier termination of this Agreement, City shall provide written notice to County to peaceably surrender and deliver the Property to City. County agrees that it will leave the Property in the condition existing at the commencement of this Agreement, subject to Sections 9 and 10 and reasonable wear and tear. County shall allow City, with prior written notice, to inspect the Property to determine that the Property is in the same condition existing at the commencement of this Agreement, subject to Sections 9 and 10 and reasonable wear and tear.

15. **Holdover by County.** County may remain in possession of the Property after expiration of this Agreement (“Holdover”) only with the approval of City. A Holdover will not be deemed or construed to be a renewal or extension of the Agreement. Any Holdover by 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 thirty (30) calendar days written notice to the other Party.

16. **Assignment and Subletting.**
 - 16.1 County may assign or sublet all or a portion of the Building or the Property to a government agency, as defined by state law, or a non-governmental entity or individual, with the prior approval of City, which approval shall not be unreasonably withheld or delayed, provided that (1) the Building and the Property remains open to the public, including the residents of City, (2) the assignee or sublessee does not undertake any extra-hazardous activities on account of fire, disreputable uses, or illegal activities on the Property or in the Building.

 - 16.2 **Assignment.** City may require the assignee to sign an assignment agreement, wherein assignee will assume the terms of this Agreement, except that assignee shall not have the right to payment for County Improvements in accordance with **Exhibit C**. Upon execution of an assignment agreement, County shall be relieved from all obligations and liability under this Agreement.

17. **Right to Mortgage and Sell.** City may encumber the Property by mortgage, securing such sum upon such terms and conditions as City may desire. Such mortgage shall be a first lien upon the Property, superior to the rights of County. No mortgage or lien shall encumber County’s property, including the Building. City may sell the Property. City must give County prior written notice ninety (90) calendar days before any proposed sale of the Property or any assignment of Rent to City’s mortgagee. In the event that City elects to the sell Property, the County may elect to: (1) have this Agreement expressly assumed by the buyer, subject to the buyer’s approval, or, (2) accept a termination for convenience by the City, in which case City shall be responsible for payment of the amortized value of the County Improvements in accordance with the schedule in **Exhibit C**, as may be amended pursuant to Section 10.3, this Agreement shall terminate, and ownership of the Building shall transfer to City in accordance with Section 2 of this Agreement.

18. **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 e-mail 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: mcepero@broward.org

With a copy to:
Allison Grubbs, Director
Broward County Main Library – 8th Floor
100 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email Address: agrubbs@broward.org

And a copy to:
Director of Real Property and Real Estate Development
Governmental Center
115 South Andrews Avenue, Room 501
Fort Lauderdale, Florida 33301
Email Address: lmahoney@broward.org

To City:

Andrea Lues, Procurement Director
City of Hallandale Beach
400 South Federal Highway
Hallandale Beach, Florida 33009
Email Address: alues@cohb.org

19. **Change in Ownership.** If City sells the Property, and County elects to have this Agreement expressly assumed by the buyer, City shall immediately, together with the new owner, notify County to whom and where future Rent payments should be made. Should City and the new owner fail to jointly notify County, County shall withhold payment of Rent. County's withholding of Rent does not constitute a default of this Agreement.
20. **Eminent Domain.** If the Property is taken or condemned by a governmental authority or entity having the power of eminent domain, the Parties agree as follows:
 - 20.1 **Total Taking.** The Term of this Agreement shall be terminated if the entire Property is taken by the exercise of the power of eminent domain.

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.

- 20.2 Partial Taking. In the event of a partial taking, if, in County's sole determination, the remaining portion of the Property is rendered unusable for County's use or occupancy as the result of such partial taking, the Term of this Agreement shall be terminated.
- 20.3 Award. County shall be entitled to receive and retain any condemnation award recovered in an eminent domain proceeding for all or part of the Building, Improvements, and County Improvements, or a portion thereof, up to the amounts that County would be entitled to pursuant to Section 10.2 hereof in the event of the termination of this Agreement ("County Condemnation Award"). City shall execute any instrument or assignment, as requested by County, to join County in a petition for the condemnation award, and City shall give the County any condemnation award City receives that represents the County Condemnation Award. Except for the County Condemnation Award, City shall be entitled to receive and retain any condemnation award recovered in an eminent domain proceeding for the Property.

21. **Representations and Warranties.**

- 21.1 City's Representations and Warranties. City hereby covenants and warrants that:
- 21.1.1 City is the fee simple owner of the Property, and City has good and marketable title thereto.
- 21.1.2 City has not received any notice from a governmental authority for a violation of law, ordinance, or regulation regarding the Property.
- 21.1.3 If the Property is subject to restrictive covenants, City has not received any notice regarding a breach of such covenants.
- 21.1.4 The Property is not subject to a prior lease, ground lease, or any covenants, declaration, easement, or other document or encumbrance, which is reasonably likely to interfere with County's use and occupancy of the Property for the Permitted Use.
- 21.1.5 The Property and the Permitted Use for the Property 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.

21.1.6 County and its employees, agents, contractors, licensees, invitees, and guests shall have a continuous right to access the Property from public or private right-of-way and other public travel ways and routes.

21.2 County's Representations and Warranties. County hereby covenants and warrants that its use of the Property during the Term of this Agreement will comply with all laws, statutes, codes, ordinances, rules, and regulations of all federal, state, and local government or quasi-governmental authorities having jurisdiction over the Property.

22. **Inspection.** City, or its duly authorized agent, which shall be identified in writing to County, or authorized employees of City's agent, may enter the Property at reasonable times to inspect the Property upon prior reasonable notice of inspection to County.

23. **Insurance and Sovereign Immunity.**

23.1 County and City acknowledge that they are self-insured governmental entities subject to the limitations of Section 768.28, Florida Statutes. The Parties agree that they have instituted and maintain a fiscally sound and prudent risk management program with regard to each Party's obligations under this Agreement in accordance with the provisions of Section 768.28, Florida Statutes. Each Party shall be liable and assumes responsibility for its own negligence.

23.2 Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by third parties in any matter arising out of this Agreement.

24. **Environmental Contamination.** The Parties represent and warrant to each other that neither Party has, as of the date of execution of this Agreement, to the best each Party's knowledge used, produced, manufactured, stored, disposed of, or discharged any hazardous waste, or toxic substances, nor allowed a third party, to use, produce, manufacture, store, disposed of, or discharge any hazardous wastes, or toxic substances in, under, or about the Property during the time in which City has owned the Property or during the time County has leased the Property from City.

25. **Contract Administrators.** For purposes of this Agreement, the Contract Administrator for County is the County Administrator or the County

Administrator's designee. The Contract Administrator for City is City's Procurement Director, or the City's Procurement Director's designee.

26. **Law, 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 exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**
27. **Attorneys' Fees.** Each Party shall bear its own attorneys' fees and costs in any litigation or proceeding arising under this Agreement.
28. **Third Party Beneficiaries.** Neither City nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge 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.
29. **Compliance with Laws.** City and 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.
30. **Materiality and Waiver of Breach.** Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County'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 of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.
31. **Severability.** If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.
32. **Joint Preparation.** This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

33. **Amendments.** Unless expressly authorized herein, no modification, amendment, or alternation of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of the County and City.
34. **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.
35. **Prior Agreements.** This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.
36. **Priority of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.
37. **Recording.** County, at its sole cost and expense, shall record this Agreement in the Official Records of Broward County, Florida, within ten (10) business days after the execution of the Agreement by the Parties.
38. **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.
39. **Incorporation by Reference.** The attached Exhibits are incorporated into and made a part of this Agreement.
40. **Representation of Authority.** Each individual executing this Agreement on behalf of a Party hereto 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.
41. **Counterparts/Multiple Originals.** This Agreement may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

42. **Further Assurances.** The Parties agree to cooperate in the event that either Party deems it necessary or advisable to amend this Agreement or execute any document to effectuate the terms of this Agreement.

[Signatures on the 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____ (Agenda Item No. ____), and CITY OF HALLANDALE BEACH, signing by and through its City Manager, duly authorized to execute same.




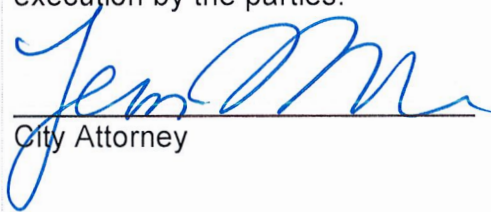
COUNTY

<p>ATTEST:</p> <p>_____ Broward County Administrator, as ex officio Clerk of the Broward County Board of County Commissioners</p>	<p>BROWARD COUNTY, by and through its Board of County Commissioners</p> <p>By _____ Mayor</p> <p>____ day of _____, 20____</p>
	<p>Approved as to form by Andrew J. Meyers Broward County Attorney Governmental Center, Suite 423 115 South Andrews Avenue Fort Lauderdale, Florida 33301 Telephone: (954) 357-7600 Telecopier: (954) 357-7641</p> <p>By: _____ Reno Pierre (Date) Assistant County Attorney</p> <p>By: _____ Annika E. Ashton (Date) Deputy County Attorney</p>

RVP/mdw
Hallandale Beach Library Lease Agreement
01/19/2023
#501414v6

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

CITY

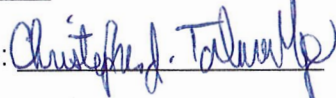
<p>ATTEST:</p>  <p>_____ CITY CLERK</p>	<p>CITY OF HALLANDALE</p> <p>By: </p> <p>_____ CITY MANAGER</p> <p> Print Name</p> <p><u>22</u> day of <u>November</u>, 20<u>22</u></p> <p>I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:</p> <p></p> <p>_____ City Attorney</p>
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ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 28 day of November, 2022, by Sharon Rayouncan, as City Manager of City of Hallandale Beach, Florida, who is personally known to me or who has produced _____ as identification.

Notary Public:

Signature: 

Print Name: _____

State of Florida
My Commission Expires: _____
Commission Number: _____

(Notary Seal)

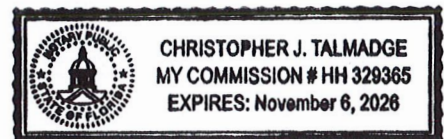


EXHIBIT A

LEGAL DESCRIPTION

A portion of Lot 1, Block 11, TOWN OF HALLANDALE, as recorded in Plat Book B, Page 13, of the Public Records of Dade County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of the Southwest one-quarter (SW $\frac{1}{4}$) of Section 27, Township 51 South, Range 42 East; THENCE South 00 02'38" West, along the East line of the Southwest one-quarter (SW $\frac{1}{4}$) of said Section 27, a distance of 25.00 feet; THENCE West, parallel with and 25.00 feet South of, as measured at right angles to, the North line of the Southwest one-quarter (SW $\frac{1}{4}$) of said Section 27, a distance of 43.00 feet to the Point of Beginning; THENCE continue West, along the last described course, a distance of 177.07 feet to a point on the arc of a circular curve to the right, whose radius point bears North 62 27'02" West, from the last described point, said point being further described as being on the Easterly Right-of-Way line of Old Federal Highway, as shown on State Road Right-of-Way Map File #8601-302; THENCE Southerly and Westerly, along the arc of said curve, along the said Easterly Right-of-Way line of Old Federal Highway, having a radius of 5753.73 feet, and a central angle of 03 15'15", an arc distance of 326.08 feet; THENCE South 59 11'24" East, a distance of 117.71 feet, THENCE South 89 57'22" East, a distance of 235.00 feet; THENCE North 00 02'38" East, parallel with and 43.00 feet West of, as measured at right angles to, the East Line of the Southwest one-quarter (SW $\frac{1}{4}$) of said Section 27, a distance of 345.75 feet to the Point of Beginning.

Said lands and building situate, lying and being in Broward County, Florida.

Containing 89,850 square feet of land, more or less and building containing 14,700 square feet.

EXHIBIT B

COUNTY IMPROVEMENTS

Construction Management Division

Objective:

As a part of the Broward County Library Refresh Program, the interior of the Hallandale Beach Library will be renovated to provide better facilities and a more pleasant environment for visitors and staff.

UPGRADE OF INTERIOR FINISHES:

GENERAL

Library Stack Areas, Circulation Desk Area, Community Room, Staff Work Room

- Walls: Paint
- Ceilings: Replace Grid and Ceiling Tiles, Exit Signs
- Replace supply and return air grilles
- Lighting: Replace with new LED light fixtures
- Floors: Replace carpeting and floor tile

SPECIFIC SPACES

- Lobby: Replace general lighting and chandelier with new LED light fixtures; Replacing flooring
- Break room: Paint walls
- Staff Lounge: Paint walls
- Kitchen: Remove carpet, replace with tile; paint all drywall surfaces of the wall cabinet enclosure
- Community Room Kitchenette: Upgrade by removing and replacing all elements with the enclosure, including base cabinets, wall cabinets, plumbing fixtures. Paint all wall surfaces.

SPECIALTIES

- Retain Children's Area (Desk to be removed by County)

EXCLUSIONS:

- Moving of or supplying Furniture: Circulation Desk, Information Desk, Shelving, Stacks
- External work on the building including roof repair and associated work
- Security system investigation and upgrade
- CCTV/Security
- Relocation of Lobby Art
- Any changes to the mechanical system
- Work to the exterior areas

A/E SCOPE OF SERVICES:

- Project Approach is Design-Bid-Building, using architect as prime for A/E Team. A/E Team would include MEP consultants.
- A/E proposed Scope of Services.
- A/E to refer to preliminary program attached.
- Schedule: 4-6 months, single phase project.

Construction Management TOTAL PROPOSED BUDGET: \$1,121,208

TOTAL INTERNAL AREA: 14,000 SQ. FT. (approximately)

Libraries Division

Year 2022 Various Interior furnishings including new shelving **\$100,000**

TOTAL ALL THREE DIVISIONS:

CMD	\$1,121,208
FMD	\$ 0
LIBRARIES	<u>\$ 100,000</u>
	\$1,221,208

NOTE: No restroom renovation costs were included in the current proposed budget calculation, but said costs may be added later pursuant to Section 10.3 of this Agreement. **Further, the current Amortization Reimbursement Schedule attached as Exhibit C includes only the County Improvements as defined in Section 10.2 of this Agreement, and is subject to the modifications as described in Section 10.3.**

EXHIBIT C

HALLANDALE BEACH LIBRARY - AMORTIZATION REIMBURSEMENT SCHEDULE

	Item	Cost	Useful Life in Years	Annual Amortization	Amount Amortized per Year		
	Interior Finish	\$1,121,208.00	15	6.67	\$74,747.20		
	Facilities		14	7.14	\$ -		
	Libraries	\$ -	5	20.00	\$ -		
	Total	\$1,121,208.00	15	6.67	\$74,747.20		
Year Since Completion	Interior Finish Remaining to be Amortized (%)	Interior Finish Remaining to be Amortized (\$)	Facilities Remaining to be Amortized (%)	Facilities Remaining to be Amortized (\$)	Libraries Remaining to be Amortized (%)	Libraries Remaining to be Amortized (\$)	Total Remaining to be Amortized
1	93.33	\$1,046,461	92.86	\$0	80.00	\$0	\$1,046,460.80
2	86.67	\$971,714	85.71	\$0	60.00	\$0	\$ 971,713.60
3	80.00	\$896,966	78.57	\$0	40.00	\$0	\$ 896,966.40
4	73.33	\$822,219	71.43	\$0	20.00	\$0	\$ 822,219.20
5	66.67	\$747,472	64.29	\$0	0.00	\$0	\$ 747,472.00
6	60.00	\$672,725	57.14	\$0			\$ 672,724.80
7	53.33	\$597,978	50.00	\$0			\$ 597,977.60
8	46.67	\$523,230	42.86	\$0			\$ 523,230.40
9	40.00	\$448,483	35.71	\$0			\$ 448,483.20
10	33.33	\$373,736	28.57	\$0			\$ 373,736.00
11	26.67	\$298,989	21.43	\$0			\$ 298,988.80
12	20.00	\$224,242	14.29	\$0			\$ 224,241.60
13	13.33	\$149,494	7.14	\$0			\$ 149,494.40
14	6.67	\$74,747	0.00	\$0			\$ 74,747.20
15	0.00	\$0					\$ (0.00)

NOTE: The current Amortization Reimbursement Schedule is subject to change as mentioned in Section 10.3 of the Agreement and may be modified as agreed upon by the Parties.