

CITY OF MARGATE, FLORIDA
RESOLUTION NO. 9622

A RESOLUTION OF THE CITY OF MARGATE, FLORIDA, APPROVING LEASE AGREEMENT WITH BROWARD COUNTY FOR THE CATHARINE YOUNG LIBRARY FOR A TERM OF 15 YEARS COMMENCING OCTOBER 1, 2002 AND TERMINATING SEPTEMBER 30, 2017, WITH OPTION FOR RENEWAL OF TWO SUCCESSIVE PERIODS OF FIVE YEARS EACH.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MARGATE, FLORIDA:

SECTION 1: That the City Commission of the City of Margate, Florida hereby approves Lease Agreement with Broward County for the Catharine Young Library for a term of fifteen years commencing October 1, 2002 and terminating September 30, 2017, with option for renewal of two successive periods of five years each.

SECTION 2: That the Mayor and City Manager are hereby authorized and directed to execute an agreement on behalf of the City of Margate, a copy of which is attached and made a part of this Resolution.

SECTION 3: That this Resolution shall become effective immediately upon its passage.

PASSED, ADOPTED AND APPROVED THIS 4 TH day of SEPTEMBER 2002 .

ATTEST:



CITY CLERK DEBRA THOMAS



MAYOR ARTHUR J. BROSS

RECORD OF VOTE

Donovan	<u>ABSENT</u>
Talerico	<u>AYE</u>
Schwartz	<u>AYE</u>
Varsallone	<u>AYE</u>
Bross	<u>AYE</u>

LEASE AGREEMENT

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

WITNESSETH

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

1. DESCRIPTION, TERM AND RENT

LANDLORD hereby leases unto TENANT the premises consisting of the Catharine K. Young Library Building and appurtenant grounds, parking areas and access rights at the address of 5810 Park Drive, Margate Florida 33063, as more particularly shown on Exhibit "A" hereto (the "Premises"), for the term of fifteen (15) years commencing on the 1st day of October 2002, and terminating on the 30th day of September 2017, plus any renewals exercised per paragraph 17 hereof, for one dollar (\$1.00) per year not to be paid from ad valorem tax revenues of TENANT, which TENANT covenants to pay to LANDLORD or its duly authorized agent annually on each anniversary hereof. TENANT shall have the option of extending this lease pursuant to the terms set forth in paragraph 17 of this Agreement.

In addition to the rent, TENANT shall be responsible for the payment of any taxes or assessments made against the Premises and due and payable during the term of this Lease. Further, the parties have agreed that the Tenant shall be solely responsible for the entire cost of this project and any additional funding required to complete this project shall be borne by the Tenant.

2. PARKING FACILITIES

The Premises currently include parking facilities to accommodate TENANT'S clients, employees, invitees and guests as further shown on Exhibit "A" hereto. TENANT warrants that it will provide such additional parking facilities at the location of the Premises or adjacent thereto as may be required to accommodate any expansion of the building.

3. USE AND OPERATION OF PREMISES

TENANT shall use and occupy the Premises for operation of a public library to be called the Catharine K. Young Library. TENANT agrees to operate and fully staff and equip library facilities at the Premises. TENANT shall be responsible for scheduling the use of the multipurpose auditorium located in the Premises to meet the requirements of special programs and events and shall provide staff to set up and tear down as required. The piano and memorial objects located in the present library building shall not be transferred from the building, even temporarily, without the consent of the City Commission of Margate. Title to the above-referred-to piano shall permanently remain in the name of the City of Margate and the LANDLORD shall be solely responsible for the maintenance and repair of the piano.

In the event that TENANT ceases to use the Premises for library purposes for a period of more than six (6) months, LANDLORD shall give TENANT written notice that this Lease shall terminate if such condition is not substantially corrected within one hundred twenty (120) days from such written notice. If the Lease is terminated for the foregoing reason, possession shall revert to LANDLORD.

TENANT covenants that TENANT will not, without the written consent of LANDLORD, permit the Premises to be occupied by any person, firm, or corporation other than TENANT and its employees. TENANT further covenants that no nuisance or hazardous trade or occupation shall be permitted or carried on in or upon said premises, no act or thing shall be permitted and no thing shall be kept in or about said Premises which will increase the risk of hazard of fire, and no waste shall be permitted or committed upon or any damage done to said Premises, and TENANT shall not use or occupy or permit the Premises to be used or occupied in any manner which will violate any laws or regulations of any governmental authority.

4. UTILITIES AND OTHER SERVICES

The following utilities, services and expenses shall be paid by the party identified:

	LANDLORD	TENANT
Air conditioning unit maintenance and repair		X
A/C filter maintenance and replacement when obsolete		X
Electricity		X
Janitorial services and supplies on a 5-day/week basis		X

Water and sewer service	X
Heat	X
Pest Control	X
Trash removal	X
Light Bulb and Lamp/Light Fixture Replacement, as needed	X

5. ALTERATIONS AND IMPROVEMENT

Unless otherwise prohibited by the terms of this lease, TENANT may, at its own expense, make such nonstructural changes, alterations, additions and improvements to the Premises as it may deem necessary or expedient in its operation. If it is necessary, TENANT may make structural alterations or additions with LANDLORD'S written consent, and such consent will not be unreasonably withheld or delayed. TENANT is currently building a five thousand (5000) square foot addition to the Premises. TENANT may remove all personal property from the Premises upon the termination of this Lease, provided, however, that the Premises be restored to its original condition, normal wear and tear excepted.

In addition, the parties have agreed to the additional terms as follows:

TENANT shall:

- Remove parallel parking area along Park Drive and replace with grass swale, curb and gutter.
- Provide egress at the NW corner of site.
- Keep memorial at NE corner of site.
- Remove and do not relocate tree at NW corner of addition, as provided by code.
- Add row of trees as selected and designated by LANDLORD, along north walkway from proposed addition towards NW 62 Avenue.

LANDLORD shall:

- Re-evaluate water consumption (Water and Sewer ERCs) one year after completion of proposed addition and pay water and sewer impact fee if actual water use exceeds previous water consumption.
- Not impose any additional impact fees as a result of the proposed improvements except for above.

6. HOLD OVER BY TENANT

TENANT may hold over and remain in possession of the Premises after the expiration of this lease only with the approval of the LANDLORD and shall, in no event, be deemed or construed to be a renewal or extension of this lease but shall only operate to create a month-to-month tenancy upon the same terms and conditions as are set forth in this Lease, which may be terminated by either party at the end of any month upon thirty (30) days' prior written notice by certified U.S. mail to the other. Double rent shall not be charged under this section.

7. ASSIGNMENT OR SUBLETTING

Subject to the terms of this Lease, including without limitation the provisions of paragraph 3 hereof, TENANT may not assign or sublet any of the portions of the Premises for the remainder of the term without the prior written approval of LANDLORD, provided that the business or occupation of the assignee or subtenant is not extra-hazardous on account of fire, disreputable uses, or illegal uses. LANDLORD may require an assignee to sign an assignment agreement wherein the assignee will assume the terms of this Lease. Should TENANT assign this Lease, TENANT shall be relieved from all liability under the Lease; however, should TENANT sublease the premises, TENANT will remain secondarily liable under the Lease in the event the sublessee defaults. LANDLORD shall have the right to cancel this Lease if the proposed private assignee or subtenant is not reasonably acceptable to LANDLORD.

8. SURRENDER UPON TERMINATION

TENANT agrees that upon expiration of the lease term, or upon the termination of the Lease for any cause, it will, upon written notification by certified U.S. mail, peaceably surrender and deliver the premises to LANDLORD, its agents or assigns. If LANDLORD and TENANT determine to expand or make substantial improvements to the Premises at the expense of TENANT (the "TENANT Improvements"), at the conclusion of the Lease, the TENANT agrees that if it makes substantially improvements to the Premises that those improvements that are considered fixtures to the Premises shall be turned over to the LANDLORD at the termination of this Lease, subject to reasonable wear and tear during the term of the

Lease. TENANT further agrees to allow a representative of LANDLORD to inspect the Premises to determine that the Premises is in the same state and repair as it was at the time it was leased to TENANT, subject to reasonable wear and tear.

9. RECOVERY OF POSSESSION ON DEFAULT

In the event any rent shall be in default and unpaid after thirty (30) days from due date, LANDLORD may give TENANT notice thereof, by certified U.S. mail, and only if TENANT shall fail to remedy such default within thirty (30) days after receipt of such notice shall LANDLORD have the right to institute proceedings for the recovery of possession of the Premises.

10. CHANGE IN OWNERSHIP

Should LANDLORD sell the Premises herein, it shall immediately, together with the new owners, notify TENANT by certified U.S. mail, to whom and where future rentals shall be paid. Should either LANDLORD or the new owners fail to notify TENANT, TENANT shall withhold payment of rentals until such notice is received from both LANDLORD and new owner. The withholding of such rental shall not be construed as a default under the Lease.

11. DAMAGE TO PREMISES

TENANT shall be responsible for repair of the Premises, subject however to the limitations of Paragraph 18 hereof.

12. INSPECTION

LANDLORD, its duly authorized agent, so stated by written notice to TENANT, and any authorized employees of the said agent, the janitor or watchman, may enter said Premises upon reasonable notice to TENANT to examine same or to make needed repairs pursuant to Section 14 of this Lease Agreement to said Premises; and, if the Premises consist of only a part of a structure owned or controlled by LANDLORD, LANDLORD, its agent, janitor or security personal or authorized employees may enter the demised Premises at reasonable times upon reasonable notice to the TENANT to install or repair items cited herein and other appliances deemed by LANDLORD to be essential to the use and occupation of other parts of the Premises.

13. FIRE OR OTHER CASUALTY

In the event of injury to the Premises or any part thereof during said term by fire or other cause; TENANT shall give notice thereof to LANDLORD. LANDLORD and

TENANT shall cooperate to recover any insurance proceeds. TENANT's obligation to rebuild or repair any such damage shall be subject to the provisions of paragraph 18 hereof. If the Premises shall be destroyed by the elements or any other cause, or so nearly destroyed as to require substantial rebuilding, TENANT shall have the option of terminating this Lease by notice in writing to LANDLORD and in such event TENANT shall make any payment required by paragraph 18 and this Lease shall cease and come to an end, and TENANT shall have no further liability.

14. REPAIRS AND MAINTENANCE

Subject to paragraph 15 hereof, TENANT shall be responsible for repair and maintenance of the Premises including 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.

TENANT shall maintain the auditorium facility within the library building with special emphasis on the treatment required for the auditorium floor.

15. EXTERIOR MAINTENANCE

Exterior maintenance of the Premises, including without limitation, routine gardening, cutting, mulching, pruning and similar maintenance of all foliage; routine and non-routine maintenance of parking areas, including cleaning, painting, striping, paving, and repairs, shall be done by LANDLORD. LANDLORD shall maintain the areas owned by LANDLORD and adjacent to the Premises, including without limitation any areas required for reasonable access to and use of the Premises, common exterior areas and swale areas within the property line, in good condition.

16. WAIVER

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

17. RENEWALS

The term of this Lease may be extended, at either the option of TENANT, acting through its County Administrator or the City Manager or duly authorized designee, for two successive period(s) of five (5) year(s) each. Such option to extend shall be exercised by TENANT or LANDLORD by giving written notice by certified U.S. mail to LANDLORD or the TENANT whichever is applicable not less than sixty (60) days prior to the expiration of the then existing term. Each extended renewal term shall be upon the same terms and conditions as provided in this Lease for the initial term.

18. INDEMNIFICATION

TENANT is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

Without waiving sovereign immunity and to the extent allowed by law, TENANT shall indemnify, defend and hold harmless the LANDLORD, its officers, servants, agents and employees from and against any and all claims, suits, actions, damages, liabilities, reasonable attorney's fees and court costs, expenditures, or causes of action of any kind arising from this Lease Agreement and/or arising out of the operation, maintenance or use of the premises, and resulting or accruing from any negligent act, omission or error of TENANT, its officers, servants, agents and/or employees, resulting in or relating to, injuries to body, life, limb, or property sustained in, about or upon the premises or improvement thereto or arising out of the operation, maintenance or use of the premises.

Without waiving sovereign immunity and to the extent allowed by law, TENANT shall defend, at its sole cost and expense, any legal action, claim, or proceeding instituted by any person against the LANDLORD as a result of any claim, suit or cause of action accruing during the term of this Lease Agreement for injuries to body, life, limb or property as set forth above at the TENANT 's sole cost and expense during the term of the Lease Agreement.

Without waiving sovereign immunity, TENANT shall save the LANDLORD harmless from and against all judgements, orders, decrees, attorneys' fees, costs, expenses and liabilities incurred in and about any such claim investigation or defense thereof, which may be entered, incurred or assessed as a result of the foregoing.

19. INSURANCE

TENANT agrees that during the term hereof it will, at its expense, keep the Premises insured against loss or damage by fire, together with extended coverage to the extent of replacement value thereof and naming LANDLORD as an additional insured. In the event of damage or destruction of the Premises TENANT's obligations to repair or restore the Premises shall not exceed the amount of net insurance proceeds recovered by TENANT with regard to such loss. In the event that TENANT elects not to repair or restore the Premises TENANT shall pay over the portion of the insurance proceeds received with respect to LANDLORD's property, to LANDLORD and TENANT shall be under no further obligation to LANDLORD with respect to such damage or destruction.

In the event that TENANT has made any substantial capital improvements to the Premises, TENANT shall be entitled to a lien on and payment from LANDLORD's portion of any insurance proceeds relating to destruction of such portions of the Premises equal to the Unamortized Bonds.

In no event shall TENANT be required to insure personal property of LANDLORD located on the Premises including without limitation the piano and memorial items referred to herein.

20. ENVIRONMENTAL CONTAMINATION

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

21. RADON GAS

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

22. NOTICES

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

Party may from time to time designate by notice. Notice to TENANT shall be addressed to:

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

and

Broward County
Samuel F. Morrison, Director of Libraries Division
100 South Andrews Avenue
Fort Lauderdale, Florida 33301

With a copy to:

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

Notice to the LANDLORD shall be addressed to:

City of Margate
Attention: City Manager
5790 Margate Boulevard
Margate, Florida 33063

23. TERMS

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

24. SUCCESSORS; ASSIGNS

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

25. RIGHT TO SELL

LANDLORD shall give the TENANT prior written notice at least 30 days before the sale of the premises.

26. COPIES OF LEASE

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

27. PRIOR AGREEMENTS

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

28. APPLICABLE LAW AND VENUE

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

29. CONDEMNATION

LANDLORD reserves unto itself, and TENANT assigns to LANDLORD, all right to damages accruing on account of any taking or condemnation or by reason of any act of any public or quasi-public authority for which damages are payable, of all or any part of the existing Premises, but not with respect to any portion of the Premises constructed or substantially improved by TENANT which rights are herein expressly reserved to TENANT. TENANT and LANDLORD each agree to execute such instruments of assignment as may be required by LANDLORD or by TENANT, to join together in any petition for the recovery of damages, and to turn over any damages that may be recovered in any such proceeding to the party entitled to receive such damages, LANDLORD does not reserve to itself, and TENANT does not assign to LANDLORD, any damages payable for the unamortized cost of any capital improvements and trade fixtures installed by TENANT at its cost and expense, or for any damages for interruption to the business of TENANT which do not compensate loss of real property or any interest therein.

30. INDEPENDENT CONTRACTOR

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

31. THIRD PARTY BENEFICIARIES

Neither LANDLORD nor TENANT intend 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 claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

32. COMPLIANCE WITH LAWS

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

33. SEVERANCE

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

34. JOINT PREPARATION

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

35. 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.

36. FUTURE PLANNED IMPROVEMENTS

The parties acknowledge that TENANT intends to make major capital improvements to the Premises, including renovations to the existing building and the construction of an approximately 5,000 square foot addition at an estimated cost of \$2,000,000, to be financed by general obligation bonds of TENANT (the "Bonds"); LANDLORD's prior written consent to such improvements shall be required and shall not be withheld. LANDLORD hereby covenants to take all actions necessary in order for interest on the Bonds to be continued to be excluded from gross income for federal income tax purposes under Section 103(a) of the IRS Code, which covenant shall be in full force and effect until the Bonds mature January 1, 2021, and shall survive the termination of this Agreement. On the termination of this Agreement as a result of the LANDLORD breaching the contract prior to the end of the term hereof the TENANT shall be entitled to receive payment from LANDLORD of an amount equal to the outstanding amount of the Bonds used for the Premises (the "Unamortized Bonds") calculated based on the amount of Bond proceeds allocated to this facility, amortized over a period of years equal to the term of this Agreement plus all renewal options, whether or not the same are exercised, at a rate of interest per annum equal to the TENANT's cost of funds.

37. OTHER PROVISIONS

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

38. WAIVER OF JURY TRIAL

The parties to this Agreement hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the contract, arising out of, under, or in connection with the matters to be accomplished in this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.

- REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -

IN WITNESS WHEREOF, LANDLORD and TENANT have executed this Lease on the dates hereinafter subscribed, TENANT through its Board of County Commissioners, signing by and through its Chair or Vice Chair, authorized by Board action on the 24 day of September, 2002, and the LANDLORD, signing by and through its Mayor and City Manager, duly authorized to execute same.

LANDLORD

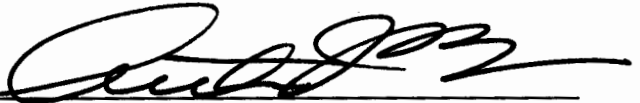
ATTEST:

Executed by CITY OF MARGATE, FLORIDA
through its Mayor and City Manager

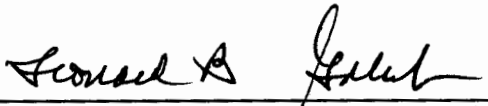
Resolution No. 9622 Dated: 9/4/02



City Clerk Debra Thomas

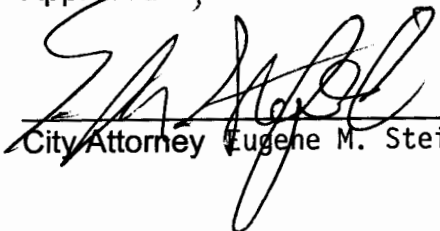
By 
Mayor Arthur J. Bross

4th day of SEPTEMBER 2002

By 
City Manager Leonard B. Golub

4th day of SEPTEMBER 2002

Approved as to form:



City Attorney Eugene M. Steinfeld

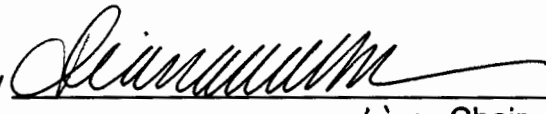
BUSINESS LEASE AGREEMENT BETWEEN THE CITY OF MARGATE AND BROWARD COUNTY FOR CATHARINE K. YOUNG LIBRARY

TENANT

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS


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

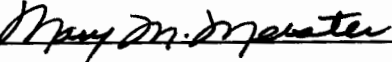
By 
Vice-Chair


24th day of September, 2002.



Insurance requirements
approved by Broward County
Risk Management Division

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

By 

By  9/9/02
DAPHNE E. JONES
Assistant County Attorney

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

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BE IT RESOLVED by the Board of County Commissioners of Broward County Florida, that the Clerk of this Board is hereby authorized and directed to make the following budget amendments within the Library Bond Fund (3180) for the fiscal year 2002, pursuant to Section 129.06(2)(d), Florida Statutes.

DIVISION: CONSTRUCTION MANAGEMENT

TRANSFER FROM	TRANSFER TO	AMOUNT
028-2200.9456 Reserve for COL Increase	124-7529.6500 Construction in Progress	\$142,037
	TOTAL	\$142,037

R. Ahp
 Approved County Administrator Date

Marcie Gelman 9/13/02
 Approved Office of Budget Services Date

ADOPTED THIS 24th day of September, A.D., 2002.

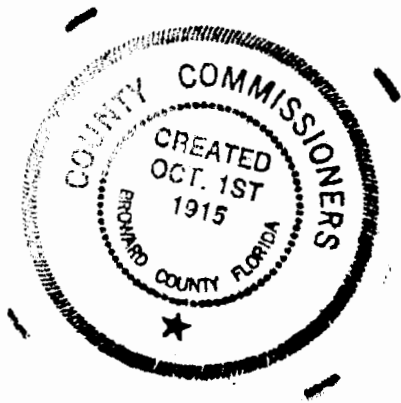
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STATE OF FLORIDA)
)SS
COUNTY OF BROWARD)

I, ROGER J. DESJARLAIS, County Administrator, in and for Broward County, Florida, and ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of a Budget Resolution 2002-848 as the same appears in the minutes of said Board of County Commissioners held on the 24th day of September, 2002.

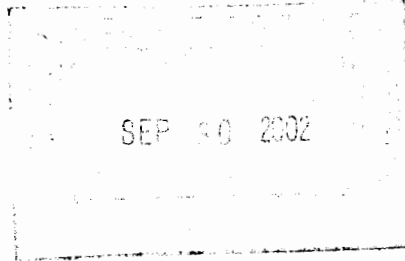
IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 25th day of September, 2002.



ROGER J. DESJARLAIS
COUNTY ADMINISTRATOR


Deputy Clerk

(SEAL)



Kristin D. Jacobs
Commissioner – District 2
954-357-7002
FAX 954-523-3302
e-mail: kjacobs@broward.org
www.kristinjacobs.com

file

Memo

Date: 9/26/2002

To: Mayor Arthur J. Bross
From: Kristin D. Jacobs
Subject: 15 YEAR LEASE AGREEMENT

I thought you might like to know the 15 year lease on the Catharine K. Young Library was approved this week.

KDJ:jcm
Enclosure

cc: City Manager





AGENDA ITEM # 6

Meeting Date

09/24/02

Page 1 of 2

Requested Action	<small>(Identify appropriate Action or Motion, Authority or Requirement for Item and identify the outcome and/or purpose of item.)</small>	
<p>A. MOTION TO APPROVE a fifteen (15) year Lease Agreement between Broward County and the City of Margate for the Catharine K. Young Library located at 5810 Park Drive, Margate Florida 33063 at a rate of \$1.00 per year; Term of Lease: Commencing October 1, 2002, and terminating on the 30th day of September, 2017; authorize Chair and Clerk to execute same. (Commission District 2)</p> <p>B. MOTION TO ADOPT a Budget Resolution transferring within the Library Bond Capital Outlay Fund the amount of \$142,037 for the renovation of the existing building and the construction of an additional 5,000 square feet for the Catharine K. Young Branch Library.</p> <p>Why is Action Necessary: This action requires Board approval pursuant to section 6.8 of the Broward County Administrative Code. Board approval is required for all budget resolutions.</p> <p>What Action Accomplishes: Provides for an expanded library and continued library service in the City of Margate.</p>		
Summary Explanation / Background	<small>(Provide an executive summary of the action that gives an overview of the relevant details for the item. The first sentence includes the Agency recommendation.)</small>	
<p style="text-align: center;">PUBLIC WORKS DEPARTMENT/OFFICE OF GENERAL SERVICES/ REAL PROPERTY SECTION AND COMMUNITY SERVICES DEPARTMENT/LIBRARIES DIVISION RECOMMEND APPROVAL OF THE ABOVE MOTION</p> <p>The expanded Margate Library is part of the March, 1999 Library Bond Issue. The lease outlines the terms for Broward County to operate the Library in Margate. It also provides for the programming; design and construction of the building expansion and renovation; additional use of land; site development and parking. The cost of the 5,000 square foot addition to the existing 10,800 square foot facility and renovation is \$2,757,277. In the event of lease termination for any reason prior to the end of the term, the County will be entitled to receive payment from the City of Margate of an amount equal to the unamortized portion of Bonds used for the premises.</p> <p>The Library will remain open during the majority of the renovation and construction period which is expected to begin in January, 2003 and be completed by January, 2004.</p>		
Authorized Signature <small>(Signature confirms that required approvals from other agencies have been received - e.g. Purchasing, Budget, Risk Mgt, Attorney)</small>		Scheduling <small>Cnty Admin initials</small>
Signature: 	Date: 9/12/02 Type Name, Title, Agency and Phone: Richard Brossard, P.E., Director, Public Works Department, 954-357-6410	
Source of Additional Information: Type Name, Title, Agency and Phone: Ray Johnson, Assistant Real Estate Officer, Real Property Section (954) 357-6810		

Fiscal Impact Cost Summary

(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)

The source of funding for this project is the Library Bond Capital Outlay Fund 3180-124-7549-6500 (Bond/Construction Management/Margate Improvement/Construction) in the amount of \$2,797,277.

The budget transfer of \$142,037 is necessary to supplement the original budget in order to account for cost (COL) increases since the original estimate was developed. For the transfer, all funds should be booked into 3180-028-2200.9456 (Library Bond Capital Outlay/Non Departmental/Transfers and Reserves/Reserve for Cost of Living Increase).

Exhibits Attached (copies of original agreements)

(Please number exhibits numerically.)

1. Copy of Resolution Authorizing Budget Amendment (Exhibit 1)
2. Copy of original Lease dated 01/22/1991 (Exhibit 2)
3. Copy of Second Lease Amendment and Resolution from City of Margate (Exhibit 3)
4. Copy of new Lease and Resolution from the City of Margate dated 09/04/02 (Exhibit 4)
5. Copy of Location Map (Exhibit 5)
6. Copy of Site Plan (Exhibit 6)

Document Control

Commission Action

 1 Executed original(s) for permanent record
 Executed copies to return to:
(number)

 X Other instructions: (Include name, agency, and phone) - Return three (3) executed, original Lease Agreements to Real Property, Room 326. Return certified copy of Budget Resolution to Real Property, Room 326.

APPROVED DENIED
 DEFERRED

From: _____

To: _____

RESOLUTION

BE IT RESOLVED by the Board of County Commissioners of Broward County Florida, that the Clerk of this Board is hereby authorized and directed to make the following budget amendments within the Library Bond Fund (3180) for the fiscal year 2002, pursuant to Section 129.06(2)(d), Florida Statutes.

DIVISION: CONSTRUCTION MANAGEMENT

TRANSFER FROM	TRANSFER TO	AMOUNT
028-2200.9456 Reserve for COL Increase	124-7529.6500 Construction in Progress	\$142,037
	TOTAL	\$142,037

Approved County Administrator Date

Marc Gelman 9/12/02

Approved Office of Budget Services Date

ADOPTED THIS ____ day of _____, A.D., 20__.

LEASE AGREEMENT

Between

BROWARD COUNTY

And

THE CITY OF MARGATE, FLORIDA

This is an Agreement between: BROWARD COUNTY, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as COUNTY, through its Board of County Commissioners.

AND

THE CITY OF MARGATE, a municipal corporation organized and existing under the laws of the State of Florida, its successors and assigns, hereinafter referred to as CITY.

WHEREAS, the CITY OF MARGATE, presently owns a library within the corporate limits of the City of Margate known as the Catharine K. Young Library;

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, COUNTY and CITY agree as follows:

1. DESCRIPTION OF PREMISES:

The CITY hereby leases to the COUNTY, and the COUNTY hereby leases from the CITY, the real property known as the Catharine K. Young Library building in the City of Margate at the following address:

5810 Park Drive
Margate, Florida 33063

2. USE OF PREMISES

The COUNTY will use the premises solely and exclusively for library purposes and in the event the COUNTY discontinues the use of said premises for library purposes, then this Agreement, insofar as it applies to such premises, will terminate forthwith and possession of said premises will immediately revert to the CITY. In consideration of this Agreement, the COUNTY agrees to operate and fully staff and equip library facilities in said premises, within the city limits of the CITY OF MARGATE which shall constitute a collection of library books, materials, equipment and services.

Applications and scheduling for the use of the multi-purpose auditorium which is located in the Catharine K. Young Library shall be the responsibility of the Margate Head Librarian or his/her designee. With respect to scheduling the use of the multi-purpose auditorium, the Library Board shall advise and make recommendations to the Margate Head Librarian, or his/her designee.

The COUNTY agrees that no discriminatory rates for the use of COUNTY library services shall be charged to residents of the CITY OF MARGATE. All members of the CITY OF MARGATE Catharine K. Young Library shall have full use of all COUNTY library facilities.

3. TERM

The terms of this agreement will be a period of five (5) years commencing on October 1, 1990 and terminating on September 30, 1995. COUNTY or CITY shall have the option of extending this Agreement on the same terms and conditions for an additional five (5) year period provided written notice of such intention is sent to CITY or COUNTY at least ninety (90) days prior to the expiration of the original term.

4. RENT

Notwithstanding the provisions herein pertaining to reimbursement, the COUNTY will pay to the CITY a yearly consideration of ONE DOLLAR (\$1.00) per year. The first payment to be made by the COUNTY to the CITY will be payable on the first day of October of each year that this Agreement shall be in force.

5. MAINTENANCE OF LIBRARY BUILDING

The COUNTY will, at its sole cost and expense, maintain both the interior and exterior of the library building, in the same condition of proper cleanliness, state of attractive appearance and good repair as of the time said premises are transferred to the COUNTY by the CITY. It is specifically understood between the parties that the COUNTY is to assume full responsibility for the maintenance of said building including, but not limited to, exterior and interior physical condition of the building, roof, plumbing, electrical system and heating and cooling systems.

The COUNTY further agrees to the upkeep of the grounds immediately surrounding and relating to the library building and the parking lot serving same, or to reimburse CITY for same.

The COUNTY shall maintain the auditorium facility within the library building with special emphasis on the treatment re-

quired for the auditorium floor. Access to the auditorium, to match the requirements of special programs and events, shall be the responsibility of the COUNTY. COUNTY personnel shall be available for set up and tear down of the auditorium as required by various programs.

6. BOOKS, MATERIALS, AND EQUIPMENT

The piano presently located at the Catharine K. Young Library and all memorial objects shall not be transferred from said library, even temporarily, without the consent of the City Commission of Margate. Title to the above-referred-to piano shall permanently remain in the name of the City of Margate.

7. ALTERATIONS

- (a) The COUNTY will make no addition, partitions, alterations or adjustments to the leased premises, or any part thereof, without first having obtained the written authorization of the City Commission. All requests by the COUNTY will be in writing and will include plans and specifications pertaining thereto. All work will be done in a good and workmanlike manner, and the COUNTY will obtain the proper permits from the CITY.
- (b) All alterations, improvements, additions or partitions made or installed by the COUNTY will become the property of the CITY upon the expiration of this Agreement. All such alterations or improvements as set forth in this provision shall be made at the COUNTY'S sole cost and expense.

8. UTILITIES

COUNTY will pay for all utilities, including but not limited to water, fuel, gas, electricity, garbage, telephone and sewage charges.

9. TAXES OR ASSESSMENTS;

The COUNTY will assume the entire cost of the operation of the Library Facility as enumerated in this Agreement and there shall be no taxes assessed against the CITY on said premises. The COUNTY will assume any and all lawful taxes or assessments by any agency authorized to make such levies.

10. ASSIGNMENT OR SUBLETTING

The COUNTY will not assign this Agreement, nor sublet, nor assign any portion of the premises, nor grant any concession whatsoever during the term of this Agreement without first having obtained the written authorization of the City Commission of the CITY.

value which the real property and improvements have appreciated during the term of this Agreement.

15. LOCAL FUNDS:

All funds raised by local Margate-sources shall be utilized solely for the purposes designated by said local groups.

16. LIBRARY NAME

The COUNTY agrees that the name of the library facility presently in Margate will bear the name of Catharine K. Young Library.

17. CANCELLATION

Either party may cancel this Agreement by written notice delivered to either party, but such notice must be delivered at least ninety (90) days prior to October 1st of each year, to take effect on October 1st of such year.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the 27 day of Jan, 1991, and THE CITY OF MARGATE, FLORIDA, signing by and through its MAYOR and CITY MANAGER, duly authorized to execute same.

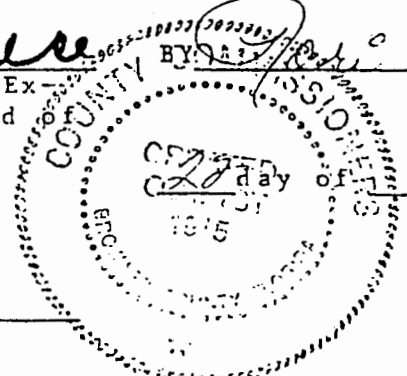
COUNTY

ATTEST:

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

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

BY: John Parrish
Chair



APPROVED AS TO FORM:

By: Robert B. Smith
Asst. County Attorney

CITY Approved by Resolution #6716 - 11/7/90

WITNESS:

Patricia Lewis
Jana A. Colson

CITY OF MARGATE, FLORIDA,
through its MAYOR and CITY
MANAGER

BY: Benjamin Goldner
BENJAMIN GOLDNER MAYOR

11. LAWS AND ORDINANCES

The COUNTY will observe all sanitary, health and public safety laws and ordinances of the CITY, directly related to the operation of said library system.

12. SURRENDER OF PREMISES

The COUNTY will quietly and peaceably deliver the demised premises described in Paragraph 1 of this Agreement to the CITY at the termination of this Agreement in as good condition as originally received, ordinary wear and tear excepted, subject to the repair and maintenance obligations provided in this Agreement.

13. EMINENT DOMAIN

In the event that the building and premises which are the subject of this Agreement are taken by eminent domain, this Agreement will be considered terminated as to said building or premises. Any funds received for the land or building as a result of such proceedings shall belong to the CITY.

14. INDEMNIFICATION AND INSURANCE

COUNTY shall defend and indemnify, to the extent allowed by law, and save the CITY harmless from and against any and all claims, suits, actions, damages and causes of action arising during the term of this Lease Agreement and caused by any act, neglect, error or omission of COUNTY, relating to bodily injury, loss of life, or damage to property sustained in, about, or upon the demised premises, or the buildings and improvements placed thereon, the appurtenances thereto, or adjacent sidewalks or streets, and to indemnify and save the CITY harmless from and against all costs, counsel fees, expenses, and liabilities incurred in and about any such claim, investigation thereof, or the defense of any judgments or decrees, which may be entered therein as a result of the foregoing. The COUNTY shall specifically defend any action or proceeding brought against CITY as a result of any claim, suit, action, or cause of action for bodily injury, loss of life or damage to property, as set forth above, at COUNTY'S sole cost and expense during the term of the Lease. COUNTY is self-insured for general liability according to the limits of Section 768.28, Florida Statutes (1977). Additionally, COUNTY shall provide CITY with a certificate of insurance providing Fire and Extended Coverage insurance for the full value of the CITY'S interest in the real property and improvements leased herein and the contents of the Catharine K. Young Library.

The amount of the above insurance coverage shall not be less than six hundred thousand dollars (\$600,000.00) plus the

8th day of November, 1990

By: SAM
CITY MANAGER
SAMUEL R. MOSCHELLA

8th day of November, 1990

ATTEST;

Shirley J. Baughman
CITY CLERK SHIRLEY J. BAUGHMAN

APPROVED AS TO FORM:

Eugene Steinfeld
CITY ATTORNEY EUGENE STEINFELD

CITY OF MARGATE, FLORIDA

RESOLUTION NO. 9462

A RESOLUTION OF THE CITY OF MARGATE, FLORIDA, APPROVING SECOND AMENDMENT TO LEASE FOR ADDITIONAL ONE-YEAR EXTENSIONS WITH BROWARD COUNTY FOR THE CATHARINE YOUNG LIBRARY BUILDING AT 5810 PARK DRIVE AT A COST NOT TO EXCEED \$1.00 PER YEAR.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MARGATE, FLORIDA:

SECTION 1: That the City Commission of the City of Margate, Florida hereby approves Second Amendment to Lease for additional one-year extensions with Broward County for the Catharine Young Library Building at 5810 Park Drive at a cost not to exceed \$1.00 per year.


SECTION 2: That the Mayor and City Manager are hereby authorized and directed to execute said Second Amendment to Lease on behalf of the City of Margate, a copy of which is attached hereto and specifically made a part of this Resolution.

SECTION 3: That this Resolution shall become effective immediately upon its passage.

PASSED, ADOPTED AND APPROVED THIS 7TH day of NOVEMBER, 2001.

ATTEST:


CITY CLERK DEBRA THOMAS


MAYOR ARTHUR J. BROSS

RECORD OF VOTE

Schwartz	<u>AYE</u>
Varsallone	<u>AYE</u>
Talerico	<u>AYE</u>
Donovan	<u>AYE</u>
Bross	<u>AYE</u>

SECOND AMENDMENT TO LEASE

This SECOND AMENDMENT TO LEASE, made by and between: the CITY OF MARGATE, Florida, a municipal corporation (hereinafter referred to as CITY); and BROWARD COUNTY, a political subdivision of the State of Florida, by its Board of County Commissioners (hereinafter referred to as COUNTY) to amend that certain Lease Agreement between CITY and COUNTY approved by COUNTY on January 22, 1991 (the "Original Lease").

WHEREAS, the COUNTY and CITY entered into the Original Lease for the operation of the Catharine K. Young Library in Margate, Broward County, Florida; and

WHEREAS, the COUNTY and CITY entered into a First Amendment to Lease for the extension of term of the Original Lease approved by COUNTY on September 26, 2000 (the Original Lease, as amended by the First Amendment to Lease, is hereinafter referred to as the "Lease"); and

WHEREAS, the COUNTY and CITY hereby would like to enter into a Second Amendment to Lease for the purpose of providing for further extension of the term of the Lease; NOW, THEREFORE,

BE IT UNDERSTOOD AND AGREED that in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, the parties hereby amend the Lease as follows:

1. Paragraph 3, TERM, is amended by deleting the last sentence thereof and substituting in its stead the following: The parties shall have the option upon their mutual agreement, of further extending the term of this Agreement on the same terms and conditions for additional one (1) year terms upon written notice of such intention to CITY prior to the expiration of the term.
2. References to the Agreement shall mean the Original Lease as amended to date.
3. Except as set forth in this Amendment, all other terms, conditions and covenants contained in the Agreement, as amended, between the parties shall remain in operative force and effect.

IN WITNESS WHEREOF, COUNTY and CITY have executed this Second Amendment to Lease on the dates hereinafter subscribed, COUNTY through its Board of County Commissioners, signing by and through its Chair or Vice Chair, authorized to execute same by Board action on the 11th day of December, 2001, and the CITY, signing by and through its Mayor and City Manager, duly authorized to execute same.

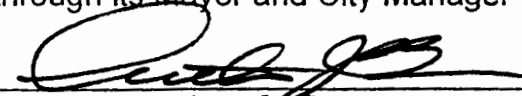
CITY

ATTEST:



City Clerk, Debra Thomas

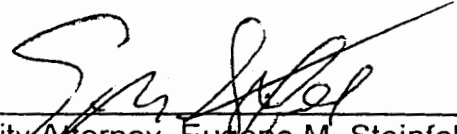
Approved by Resolution No. 9462
dated November 7, 2001
Executed by CITY OF MARGATE, Florida
through its Mayor and City Manager

By 

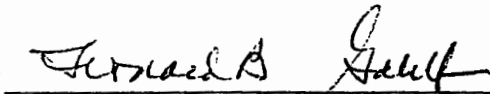
Mayor, Arthur J. Bross

7th day of November, 2001.

Approved as to form:



City Attorney, Eugene M. Steinfeld

By 

City Manager, Leonard B. Golub


9th day of November, 2001.

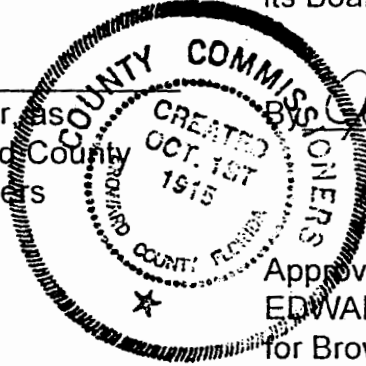
SECOND AMENDMENT TO LEASE BETWEEN THE CITY OF MARGATE AND BROWARD COUNTY

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

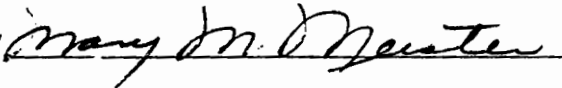

Broward County Administrator
Ex-officio Clerk of the Broward County Board of County Commissioners

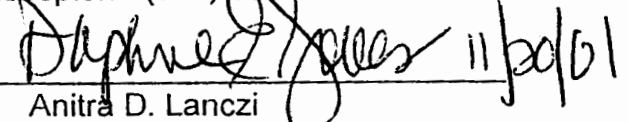



V- Chair

Insurance requirements approved by Broward County Risk Management Division

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

By 

By  11/20/01
Anitra D. Lanczi
Assistant County Attorney

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

ADL:smc
10/01/01
H:\DATA\DIV3\ADL\libraries\MargateAmd2.lea

CITY OF MARGATE, FLORIDA
9622
RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MARGATE, FLORIDA, APPROVING LEASE AGREEMENT WITH BROWARD COUNTY FOR THE CATHARINE YOUNG LIBRARY FOR A TERM OF 15 YEARS COMMENCING OCTOBER 1, 2002 AND TERMINATING SEPTEMBER 30, 2017, WITH OPTION FOR RENEWAL OF TWO SUCCESSIVE PERIODS OF FIVE YEARS EACH.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MARGATE, FLORIDA:

SECTION 1: That the City Commission of the City of Margate, Florida hereby approves Lease Agreement with Broward County for the Catharine Young Library for a term of fifteen years commencing October 1, 2002 and terminating September 30, 2017, with option for renewal of two successive periods of five years each.

SECTION 2: That the Mayor and City Manager are hereby authorized and directed to execute an agreement on behalf of the City of Margate, a copy of which is attached and made a part of this Resolution.

SECTION 3: That this Resolution shall become effective immediately upon its passage.

PASSED, ADOPTED AND APPROVED THIS 4 TH day of SEPTEMBER 2002 .

ATTEST:



CITY CLERK DEBRA THOMAS

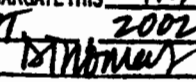


MAYOR ARTHUR J. BROSS

RECORD OF VOTE

Donovan	<u>ABSENT</u>
Talerico	<u>AYE</u>
Schwartz	<u>AYE</u>
Varsallone	<u>AYE</u>
Bross	<u>AYE</u>

CERTIFICATION

I CERTIFY THIS TO BE A TRUE & CORRECT COPY OF THE DOCUMENT ON FILE AT CITY HALL WITNESS BY HAND AND OFFICIAL SEAL OF THE CITY OF MARGATE THIS 4TH DAY OF SEPT. 2002

CITY CLERK

LEASE AGREEMENT

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

WITNESSETH

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

1. DESCRIPTION, TERM AND RENT

LANDLORD hereby leases unto TENANT the premises consisting of the Catharine K. Young Library Building and appurtenant grounds, parking areas and access rights at the address of 5810 Park Drive, Margate Florida 33063, as more particularly shown on Exhibit "A" hereto (the "Premises"), for the term of fifteen (15) years commencing on the 1st day of October 2002, and terminating on the 30th day of September 2017, plus any renewals exercised per paragraph 17 hereof, for one dollar (\$1.00) per year not to be paid from ad valorem tax revenues of TENANT, which TENANT covenants to pay to LANDLORD or its duly authorized agent annually on each anniversary hereof. TENANT shall have the option of extending this lease pursuant to the terms set forth in paragraph 17 of this Agreement.

In addition to the rent, TENANT shall be responsible for the payment of any taxes or assessments made against the Premises and due and payable during the term of this Lease. Further, the parties have agreed that the Tenant shall be solely responsible for the entire cost of this project and any additional funding required to complete this project shall be borne by the Tenant.

2. PARKING FACILITIES

The Premises currently include parking facilities to accommodate TENANT'S clients, employees, invitees and guests as further shown on Exhibit "A" hereto. TENANT warrants that it will provide such additional parking facilities at the location of the Premises or adjacent thereto as may be required to accommodate any expansion of the building.

3. USE AND OPERATION OF PREMISES

TENANT shall use and occupy the Premises for operation of a public library to be called the Catharine K. Young Library. TENANT agrees to operate and fully staff and equip library facilities at the Premises. TENANT shall be responsible for scheduling the use of the multipurpose auditorium located in the Premises to meet the requirements of special programs and events and shall provide staff to set up and tear down as required. The piano and memorial objects located in the present library building shall not be transferred from the building, even temporarily, without the consent of the City Commission of Margate. Title to the above-referred-to piano shall permanently remain in the name of the City of Margate and the LANDLORD shall be solely responsible for the maintenance and repair of the piano.

In the event that TENANT ceases to use the Premises for library purposes for a period of more than six (6) months, LANDLORD shall give TENANT written notice that this Lease shall terminate if such condition is not substantially corrected within one hundred twenty (120) days from such written notice. If the Lease is terminated for the foregoing reason, possession shall revert to LANDLORD.

TENANT covenants that TENANT will not, without the written consent of LANDLORD, permit the Premises to be occupied by any person, firm, or corporation other than TENANT and its employees. TENANT further covenants that no nuisance or hazardous trade or occupation shall be permitted or carried on in or upon said premises, no act or thing shall be permitted and no thing shall be kept in or about said Premises which will increase the risk of hazard of fire, and no waste shall be permitted or committed upon or any damage done to said Premises, and TENANT shall not use or occupy or permit the Premises to be used or occupied in any manner which will violate any laws or regulations of any governmental authority.

4. UTILITIES AND OTHER SERVICES

The following utilities, services and expenses shall be paid by the party identified:

	LANDLORD	TENANT
Air conditioning unit maintenance and repair		X
A/C filter maintenance and replacement when obsolete		X
Electricity		X
Janitorial services and supplies on a 5-day/week basis		X

Water and sewer service	X
Heat	X
Pest Control	X
Trash removal	X
Light Bulb and Lamp/Light Fixture Replacement, as needed	X

5. ALTERATIONS AND IMPROVEMENT

Unless otherwise prohibited by the terms of this lease, TENANT may, at its own expense, make such nonstructural changes, alterations, additions and improvements to the Premises as it may deem necessary or expedient in its operation. If it is necessary, TENANT may make structural alterations or additions with LANDLORD'S written consent, and such consent will not be unreasonably withheld or delayed. TENANT is currently building a five thousand (5000) square foot addition to the Premises. TENANT may remove all personal property from the Premises upon the termination of this Lease, provided, however, that the Premises be restored to its original condition, normal wear and tear excepted.

In addition, the parties have agreed to the additional terms as follows:

TENANT shall:

- Remove parallel parking area along Park Drive and replace with grass swale, curb and gutter.
- Provide egress at the NW corner of site.
- Keep memorial at NE corner of site.
- Remove and do not relocate tree at NW corner of addition, as provided by code.
- Add row of trees as selected and designated by LANDLORD, along north walkway from proposed addition towards NW 62 Avenue.

LANDLORD shall:



- Re-evaluate water consumption (Water and Sewer ERCs) one year after completion of proposed addition and pay water and sewer impact fee if actual water use exceeds previous water consumption.
- Not impose any additional impact fees as a result of the proposed improvements except for above.

6. HOLD OVER BY TENANT

TENANT may hold over and remain in possession of the Premises after the expiration of this lease only with the approval of the LANDLORD and shall, in no event, be deemed or construed to be a renewal or extension of this lease but shall only operate to create a month-to-month tenancy upon the same terms and conditions as are set forth in this Lease, which may be terminated by either party at the end of any month upon thirty (30) days' prior written notice by certified U.S. mail to the other. Double rent shall not be charged under this section.

7. ASSIGNMENT OR SUBLETTING

Subject to the terms of this Lease, including without limitation the provisions of paragraph 3 hereof, TENANT may not assign or sublet any of the portions of the Premises for the remainder of the term without the prior written approval of LANDLORD, provided that the business or occupation of the assignee or subtenant is not extra-hazardous on account of fire, disreputable uses, or illegal uses. LANDLORD may require an assignee to sign an assignment agreement wherein the assignee will assume the terms of this Lease. Should TENANT assign this Lease, TENANT shall be relieved from all liability under the Lease; however, should TENANT sublease the premises, TENANT will remain secondarily liable under the Lease in the event the sublessee defaults. LANDLORD shall have the right to cancel this Lease if the proposed private assignee or subtenant is not reasonably acceptable to LANDLORD.

8. SURRENDER UPON TERMINATION

TENANT agrees that upon expiration of the lease term, or upon the termination of the Lease for any cause, it will, upon written notification by certified U.S. mail, peaceably surrender and deliver the premises to LANDLORD, its agents or assigns. If LANDLORD and TENANT determine to expand or make substantial improvements to the Premises at the expense of TENANT (the "TENANT Improvements"), at the conclusion of the Lease, the TENANT agrees that if it makes substantially improvements to the Premises that those improvements that are considered fixtures to the Premises shall be turned over to the LANDLORD at the termination of this Lease, subject to reasonable wear and tear during the term of the

Lease. TENANT further agrees to allow a representative of LANDLORD to inspect the Premises to determine that the Premises is in the same state and repair as it was at the time it was leased to TENANT, subject to reasonable wear and tear.

9. RECOVERY OF POSSESSION ON DEFAULT

In the event any rent shall be in default and unpaid after thirty (30) days from due date, LANDLORD may give TENANT notice thereof, by certified U.S. mail, and only if TENANT shall fail to remedy such default within thirty (30) days after receipt of such notice shall LANDLORD have the right to institute proceedings for the recovery of possession of the Premises.

10. CHANGE IN OWNERSHIP

Should LANDLORD sell the Premises herein, it shall immediately, together with the new owners, notify TENANT by certified U.S. mail, to whom and where future rentals shall be paid. Should either LANDLORD or the new owners fail to notify TENANT, TENANT shall withhold payment of rentals until such notice is received from both LANDLORD and new owner. The withholding of such rental shall not be construed as a default under the Lease.

11. DAMAGE TO PREMISES

TENANT shall be responsible for repair of the Premises, subject however to the limitations of Paragraph 18 hereof.

12. INSPECTION

LANDLORD, its duly authorized agent, so stated by written notice to TENANT, and any authorized employees of the said agent, the janitor or watchman, may enter said Premises upon reasonable notice to TENANT to examine same or to make needed repairs pursuant to Section 14 of this Lease Agreement to said Premises; and, if the Premises consist of only a part of a structure owned or controlled by LANDLORD, LANDLORD, its agent, janitor or security personal or authorized employees may enter the demised Premises at reasonable times upon reasonable notice to the TENANT to install or repair items cited herein and other appliances deemed by LANDLORD to be essential to the use and occupation of other parts of the Premises.

13. FIRE OR OTHER CASUALTY

In the event of injury to the Premises or any part thereof during said term by fire or other cause; TENANT shall give notice thereof to LANDLORD. LANDLORD and

TENANT shall cooperate to recover any insurance proceeds. TENANT's obligation to rebuild or repair any such damage shall be subject to the provisions of paragraph 18 hereof. If the Premises shall be destroyed by the elements or any other cause, or so nearly destroyed as to require substantial rebuilding, TENANT shall have the option of terminating this Lease by notice in writing to LANDLORD and in such event TENANT shall make any payment required by paragraph 18 and this Lease shall cease and come to an end, and TENANT shall have no further liability.

14. REPAIRS AND MAINTENANCE

Subject to paragraph 15 hereof, TENANT shall be responsible for repair and maintenance of the Premises including 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.

TENANT shall maintain the auditorium facility within the library building with special emphasis on the treatment required for the auditorium floor.

15. EXTERIOR MAINTENANCE

Exterior maintenance of the Premises, including without limitation, routine gardening, cutting, mulching, pruning and similar maintenance of all foliage; routine and non-routine maintenance of parking areas, including cleaning, painting, striping, paving, and repairs, shall be done by LANDLORD. LANDLORD shall maintain the areas owned by LANDLORD and adjacent to the Premises, including without limitation any areas required for reasonable access to and use of the Premises, common exterior areas and swale areas within the property line, in good condition.

16. WAIVER

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

17. RENEWALS

The term of this Lease may be extended, at either the option of TENANT, acting through its County Administrator or the City Manager or duly authorized designee, for two successive period(s) of five (5) year(s) each. Such option to extend shall be exercised by TENANT or LANDLORD by giving written notice by certified U.S. mail to LANDLORD or the TENANT whichever is applicable not less than sixty (60) days prior to the expiration of the then existing term. Each extended renewal term shall be upon the same terms and conditions as provided in this Lease for the initial term.

18. INDEMNIFICATION

TENANT is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

Without waiving sovereign immunity and to the extent allowed by law, TENANT shall indemnify, defend and hold harmless the LANDLORD, its officers, servants, agents and employees from and against any and all claims, suits, actions, damages, liabilities, reasonable attorney's fees and court costs, expenditures, or causes of action of any kind arising from this Lease Agreement and/or arising out of the operation, maintenance or use of the premises, and resulting or accruing from any negligent act, omission or error of TENANT, its officers, servants, agents and/or employees, resulting in or relating to, injuries to body, life, limb, or property sustained in, about or upon the premises or improvement thereto or arising out of the operation, maintenance or use of the premises.

Without waiving sovereign immunity and to the extent allowed by law, TENANT shall defend, at its sole cost and expense, any legal action, claim, or proceeding instituted by any person against the LANDLORD as a result of any claim, suit or cause of action accruing during the term of this Lease Agreement for injuries to body, life, limb or property as set forth above at the TENANT 's sole cost and expense during the term of the Lease Agreement.

Without waiving sovereign immunity, TENANT shall save the LANDLORD harmless from and against all judgements, orders, decrees, attorneys' fees, costs, expenses and liabilities incurred in and about any such claim investigation or defense thereof, which may be entered, incurred or assessed as a result of the foregoing.

19. INSURANCE

TENANT agrees that during the term hereof it will, at its expense, keep the Premises insured against loss or damage by fire, together with extended coverage to the extent of replacement value thereof and naming LANDLORD as an additional insured. In the event of damage or destruction of the Premises TENANT's obligations to repair or restore the Premises shall not exceed the amount of net insurance proceeds recovered by TENANT with regard to such loss. In the event that TENANT elects not to repair or restore the Premises TENANT shall pay over the portion of the insurance proceeds received with respect to LANDLORD's property, to LANDLORD and TENANT shall be under no further obligation to LANDLORD with respect to such damage or destruction.

In the event that TENANT has made any substantial capital improvements to the Premises, TENANT shall be entitled to a lien on and payment from LANDLORD's portion of any insurance proceeds relating to destruction of such portions of the Premises equal to the Unamortized Bonds.

In no event shall TENANT be required to insure personal property of LANDLORD located on the Premises including without limitation the piano and memorial items referred to herein.

20. ENVIRONMENTAL CONTAMINATION

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

21. RADON GAS

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

22. NOTICES

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

Party may from time to time designate by notice. Notice to TENANT shall be addressed to:

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

and

Broward County
Samuel F. Morrison, Director of Libraries Division
100 South Andrews Avenue
Fort Lauderdale, Florida 33301

With a copy to:

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

Notice to the LANDLORD shall be addressed to:

City of Margate
Attention: City Manager
5790 Margate Boulevard
Margate, Florida 33063

23. TERMS

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

24. SUCCESSORS; ASSIGNS

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

25. RIGHT TO SELL

LANDLORD shall give the TENANT prior written notice at least 30 days before the sale of the premises.

26. COPIES OF LEASE

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

27. PRIOR AGREEMENTS

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

28. APPLICABLE LAW AND VENUE

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

29. CONDEMNATION

LANDLORD reserves unto itself, and TENANT assigns to LANDLORD, all right to damages accruing on account of any taking or condemnation or by reason of any act of any public or quasi-public authority for which damages are payable, of all or any part of the existing Premises, but not with respect to any portion of the Premises constructed or substantially improved by TENANT which rights are herein expressly reserved to TENANT. TENANT and LANDLORD each agree to execute such instruments of assignment as may be required by LANDLORD or by TENANT, to join together in any petition for the recovery of damages, and to turn over any damages that may be recovered in any such proceeding to the party entitled to receive such damages, LANDLORD does not reserve to itself, and TENANT does not assign to LANDLORD, any damages payable for the unamortized cost of any capital improvements and trade fixtures installed by TENANT at its cost and expense, or for any damages for interruption to the business of TENANT which do not compensate loss of real property or any interest therein.

30. INDEPENDENT CONTRACTOR

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

31. THIRD PARTY BENEFICIARIES

Neither LANDLORD nor TENANT intend 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 claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

32. COMPLIANCE WITH LAWS

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

33. SEVERANCE

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

34. JOINT PREPARATION

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

35. 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,

BUSINESS LEASE AGREEMENT BETWEEN THE CITY OF MARGATE AND BROWARD COUNTY FOR CATHARINE K. YOUNG LIBRARY

TENANT

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

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

By _____ Chair

_____ day of _____, 20____.

Insurance requirements
approved by Broward County
Risk Management Division

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

By _____

By Daphne E. Jones 9/9/02
DAPHNE E. JONES
Assistant County Attorney

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

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IN WITNESS WHEREOF, LANDLORD and TENANT have executed this Lease on the dates hereinafter subscribed, TENANT through its Board of County Commissioners, signing by and through its Chair or Vice Chair, authorized by Board action on the ___ day of _____, 20____, and the LANDLORD, signing by and through its Mayor and City Manager, duly authorized to execute same.

LANDLORD

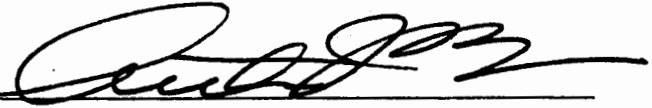
ATTEST:

Executed by CITY OF MARGATE, FLORIDA through its Mayor and City Manager

Resolution No. 9622 Dated: 9/4/02

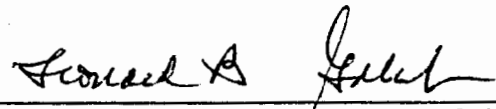


City Clerk Debra Thomas

By 

Mayor Arthur J. Bross

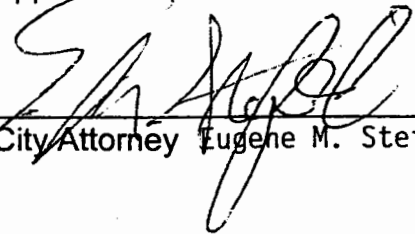
4th day of SEPTEMBER 20 02

By 

City Manager Leonard B. Golub

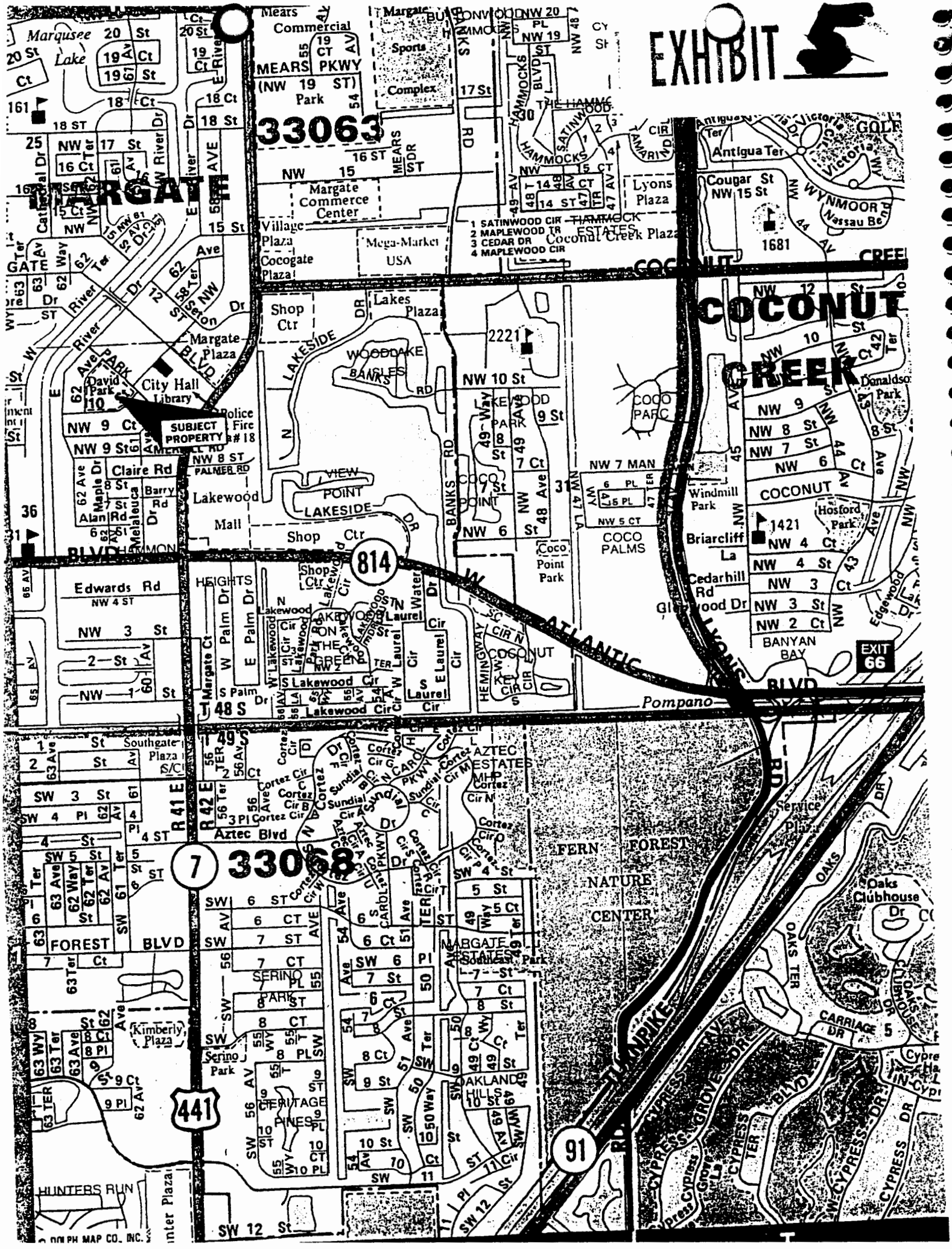
4th day of SEPTEMBER 20 02

Approved as to form:



City Attorney Eugene M. Steinfeld

EXHIBIT 5



33063

SUBJECT PROPERTY #18

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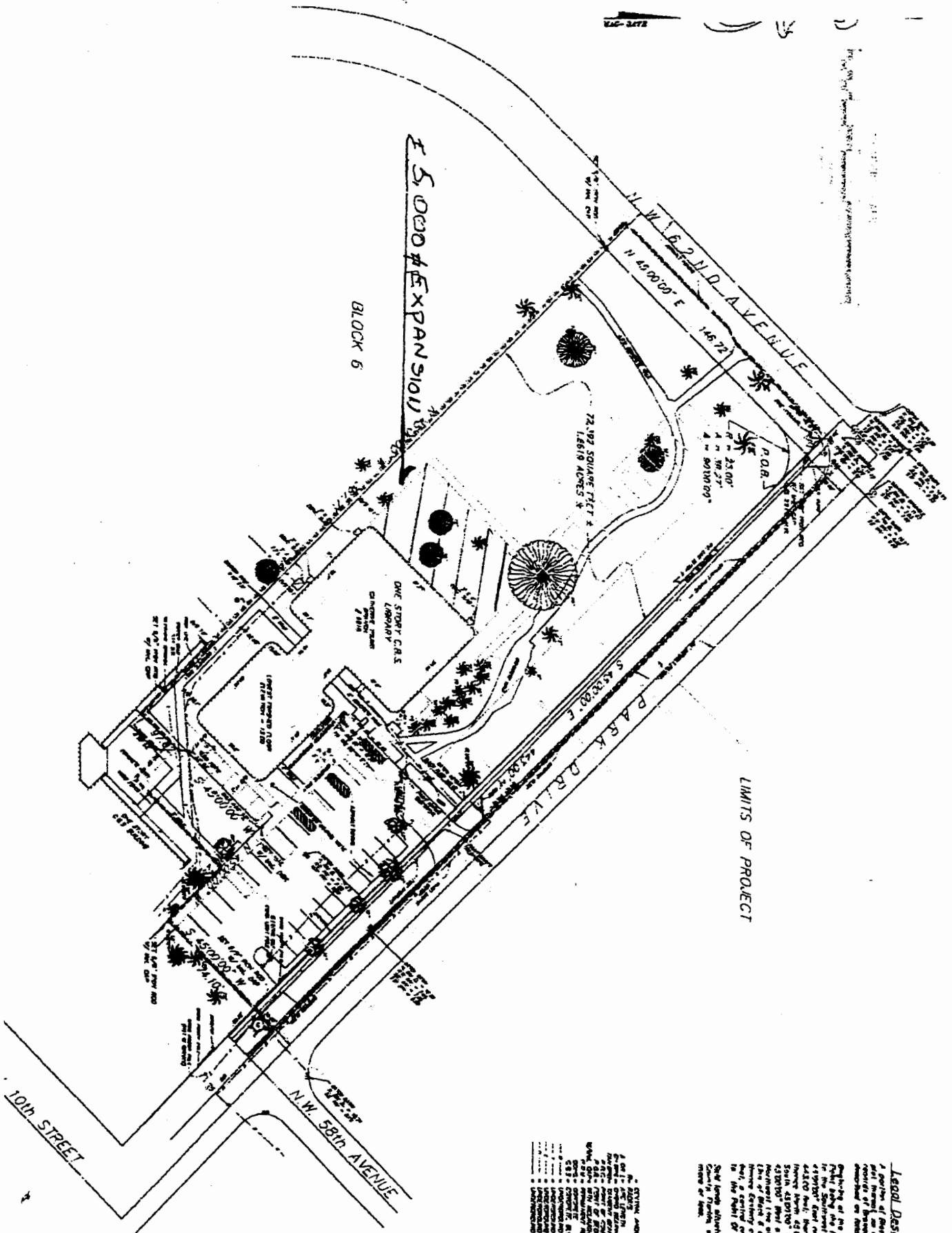
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EXIT 66

EXHIBIT 6



Legal Description of Tr
 A portion of Block 6, located in
 and having an area of 1.6318
 acres of land, more or less,
 as shown on the plat
 recorded on file in
 the office of the
 Clerk of the County of
 Miami, Florida, and containing 72,192
 square feet of land.

LEGEND

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