

**POMPANO BEACH  
COMMUNITY REDEVELOPMENT AGENCY**

Meeting Date: May 15, 2018

Agenda Item 2

REQUESTED CRA BOARD ACTION:

Resolution(s)     Consideration     Approval     Other

SHORT TITLE OR MOTION: A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA) APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE AN AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY, THE CITY OF POMPANO BEACH AND THE CRA REGARDING THE POMPANO BEACH CULTURAL CENTER AMENDING PROVISIONS OF THE INTERLOCAL AND THE LEASE BETWEEN THE CITY AND THE COUNTY REGARDING THE LIBRARY; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

The CRA, the City of Pompano Beach (City) and Broward County (County) are parties to an interlocal agreement to design, construct and program the Pompano Beach Cultural Center (the Interlocal Agreement). An exhibit to the Interlocal Agreement is the lease between the County and the City relating to the County's library located within the building. The proposed amendment to the Interlocal Agreement will amend the Lease to reflect that the County's adult reading room is on the second floor of the building. Additionally, there are minor revisions to the Interlocal that do not relate to the CRA, but involve matters between the City and the County.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Broward County
- (2) Primary staff contact: Fawn Powers Ext. 4614
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: N/A

| <u>DEPARTMENTAL COORDINATION</u> | <u>DATE</u> | <u>DEPARTMENTAL RECOMMENDATION</u> | <u>AUTHORIZED SIGNATURE OR ATTACHED MEMO NUMBER</u> |
|----------------------------------|-------------|------------------------------------|---|
|                                  |             |                                    |   |
|                                  |             |                                    |   |

CRA Executive Director  
 CRA Attorney  
 Finance Director

Greg Harrison  
Claudia M. McKenna  
A. Jean-Pas

ACTION PREVIOUSLY TAKEN BY CRA BOARD:

|                   |                      |                 |
|-------------------|----------------------|-----------------|
| <u>Resolution</u> | <u>Consideration</u> | <u>Other:</u>   |
| <u>Results:</u>   | <u>Results:</u>      | <u>Results:</u> |
|                   |                      |                 |



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## MEMORANDUM

**DATE:** May 15, 2018  
**TO:** CRA Board  
**FROM:** Greg Harrison, Executive Director  
**SUBJECT:** Amendment to Interlocal Agreement re Pompano Beach Cultural Center

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### Background

In 2011, the CRA, the City of Pompano Beach (City) and Broward County entered into an Interlocal Agreement (Interlocal Agreement) to design, construct and program the Pompano Beach Cultural Center that would house a County library on the first floor and the City's Cultural Arts Center on the second floor. The Interlocal Agreement included a number of exhibits, one of which was a Lease between the City and the County for the public library.

The building was completed in 2017. The Cultural Arts Center opened in May 2017 and the Library opened in January 2018. Although the Library is located on the first floor of the building, the County's adult reading room is located on the second floor. As a result, the County wants to amend the Lease so that it reflects that the Library takes up space on both floors of the building rather than just the first floor.

While there are additional revisions to the Interlocal Agreement and the Lease, no substantive changes that involve the CRA have been made to either document.

### Recommendation

The Executive Director recommends approval of the Amendment to Interlocal Agreement.

**POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY**

**A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA) APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE AN AMENDMENT TO THE INTERLOCAL AGREEMENT (INTERLOCAL) BETWEEN BROWARD COUNTY (COUNTY), THE CITY OF POMPANO BEACH (CITY) AND THE CRA REGARDING THE POMPANO BEACH CULTURAL CENTER AMENDING THE PROVISIONS OF THE INTERLOCAL AND THE LEASE BETWEEN THE CITY AND THE COUNTY REGARDING THE LIBRARY; PROVIDING FOR EFFECTIVE DATE.**

**WHEREAS**, in 2011, the City of Pompano Beach (City), Broward County (County) and the Pompano Beach Community Redevelopment Agency (CRA) entered into an interlocal agreement to design, construct and program the Pompano Beach Cultural Center which would house a County library on the first floor and the City’s cultural arts center on the second floor (the Interlocal Agreement); and

**WHEREAS**, attached as an exhibit to the Interlocal Agreement is the lease between the County and the City regarding the County library (the Lease); and

**WHEREAS**, although after the building completion in 2017, the Library is located on the first floor of the building, the County’s adult reading room is located on the second floor; and

**WHEREAS**, the County desires a lease amendment that reflects the use of both floors of the building rather than the first floor only, together with some other minor revisions to the Interlocal Agreement and the Lease unrelated to the CRA; and

**WHEREAS**, amending the Lease also requires an amendment to the Interlocal Agreement; and

**BE IT RESOLVED BY THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:**

**SECTION 1:** The Amendment to the Interlocal Agreement regarding the Pompano Beach Cultural Center (the Amendment), a copy of which Amendment is attached hereto and incorporated herein as if set forth in full, is hereby approved.

**SECTION 2:** The proper officials are hereby authorized to execute the Amendment, together with such other documents as may be required to effectuate the Amendment.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of May, 2018.

\_\_\_\_\_  
**LAMAR FISHER, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**MARSHA CARMICHAEL, CRA CLERK**

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

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

**RECITALS**

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

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

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

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

**AMENDMENT**

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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

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

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

3. Article 1 of the ILA shall be amended to read as follows:

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

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

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

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

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

4. Article 2 of the ILA shall be amended to read as follows:

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

The twenty-five thousand, eight hundred and thirty-six (25,836) square foot public library in the Project, as described in the Lease, together with at least one hundred

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

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

5. Section 4.3 of the ILA shall be amended to read as follows:

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

6. Article 8 of the ILA shall be amended to read as follows:

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

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

7. Section 9.5 of the ILA shall be amended to read as follows:

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

The COUNTY will convey conservation funds in the amount of Ten Thousand Five Hundred Dollars (\$10,500) to the CITY in accordance with Section 9.6 of this Agreement upon completion and installation of the artwork and, if funds are

transferred pursuant to Section 9.6, CITY shall notify COUNTY in writing that a separate account has been established for said funds.

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

8. Section 9.6 of the ILA shall be amended to read as follows:

9.6 In the event the artwork is sited within the interior of the Library Facility and is not integrated into the interior of the Library Facility so as to become a permanent improvement to the Library Facility, the COUNTY shall retain title to the artwork, be solely responsible for maintenance, conservation, and fulfillment, as defined by the Artwork Agreement, and retain the conservation funds. If the artwork is integrated into the interior of the Library Facility and becomes a permanent improvement, the COUNTY shall transfer title to the artwork to the CITY, and COUNTY shall retain the conservation funds and be solely responsible for maintenance, conservation, and fulfillment, pursuant to the terms of the Artwork Agreement, during the term of the Lease and any extensions or renewals thereof. Upon expiration or termination of the Lease, if title to the artwork has been transferred to the CITY pursuant to this section, the CITY shall be solely responsible for maintenance, conservation and fulfillment pursuant to the Artwork Agreement.

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

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

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

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

12. The ILA, as modified by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the ILA as modified hereby. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

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

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

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

[Signatures on Following Pages]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, through its BOARD, signing by and through its \_\_\_\_\_, duly authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and CITY OF POMPANO BEACH, signing by and through its Mayor, authorized to execute same by City Commission action on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as  
Ex-officio Clerk of the Broward County  
Board of County Commissioners

By: \_\_\_\_\_  
Mayor

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

Insurance requirements  
approved by Broward County  
Risk Management Division

By: \_\_\_\_\_  
Signature (Date)

By: \_\_\_\_\_  
Irma Qureshi (Date)  
Assistant County Attorney

\_\_\_\_\_  
Print Name and Title above

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

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

Signed, Sealed, and Witnessed  
In the Presence of:

\_\_\_\_\_  
Witness 1 Signature

\_\_\_\_\_  
Witness 1 Print Name

\_\_\_\_\_  
Witness 2 Signature

\_\_\_\_\_  
Witness 2 Print Name

CRA

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of Pompano Beach Community Redevelopment Agency, a public body corporate and politic. He/She is personally known to me OR who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
THE STATE OF FLORIDA

Commission Expires: \_\_\_\_\_  
Commission No: \_\_\_\_\_  
Printed Name of Notary: \_\_\_\_\_

(Seal)

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

**"CITY":**

Witnesses:

**CITY OF POMPANO BEACH**

\_\_\_\_\_

By: \_\_\_\_\_  
LAMAR FISHER, MAYOR

\_\_\_\_\_

By: \_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

Attest:

\_\_\_\_\_

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

\_\_\_\_\_

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

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

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number