

## **FIRST AMENDMENT TO THE AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF FORT LAUDERDALE FOR THE LEASING OF REAL PROPERTY**

This First Amendment to the Lease Agreement ("First Amendment") is made and entered into between Broward County, a political subdivision of the State of Florida ("County"), and the City of Fort Lauderdale, a municipal corporation of the State of Florida ("City"). County and City are referred to individually as a "Party" and collectively referred to as the "Parties."

### **RECITALS**

- A. On August 7, 2007, the Parties entered into a lease agreement, ("Lease"), wherein County leased certain real property ("Property") to City for use as a public parking lot.
- B. County has commenced a rehabilitation project, which includes the roof and specified HVAC improvements of the Broward County Governmental Center, East Annex Building, ("Rehabilitation Project"), located near the Property.
- C. Due to the timeline and proximity of the Rehabilitation Project, twenty-two (22) parking spaces on the Property, as more particularly described in **Exhibit A** attached hereto, will be inaccessible for use as parking for a period of eighteen (18) months from the effective date of this First Amendment.
- D. The Lease also has a current term ending on August 6, 2022.
- E. The Parties may amend the Lease in a written document executed by the parties.
- F. The Parties now desire to enter into this First Amendment to extend the term, to account for the closure of the twenty-two (22) parking spaces, and to update certain terms of the Lease.

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 hereto agree as follows:

### **AGREEMENT**

- 1. The above recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this First Amendment shall retain the meaning ascribed to such terms in the Lease.

2. Amendments made to the Lease by this First Amendment are indicated by use of strikethroughs to indicate deletions and underlining to indicate additions, unless otherwise indicated.
3. This First Amendment shall be effective as of the date it is fully executed by the Parties ("Effective Date").
4. Staging Spaces.
  - a. For a period of up to eighteen (18) months from the Effective Date ("Closure Period"), City shall close twenty-two (22) parking spaces located on the Property, as more particularly described in **Exhibit A**, attached to this First Amendment and made a part hereof, ("Staging Spaces"), to allow the County to use the Staging Spaces for the Rehabilitation Project. No later than thirty (30) days after the Effective Date, the Parties shall attend a pre-construction site visit of the Property.
  - b. Upon completion of the Rehabilitation Project, County shall return the Staging Spaces to a condition substantially similar to the condition of the Staging Spaces prior to the Closure Period and County shall provide written notice to the City ("Completion Notice") of the termination date of the Closure Period, which termination date shall be no earlier than fifteen (15) days after the date of the Completion Notice.
  - c. During the Closure Period, City shall suspend any required payments to County required under Paragraph 3 of the Lease related to the Staging Spaces. City shall continue making all other payments to County as required in the Lease for the remaining parking spaces. After the termination date stated in the Completion Notice, City shall resume making all required payments under Paragraph 3 of the Lease.
5. Article 5 of the Lease is hereby amended to add the language as follows:

...

Following the end of the second five (5) year renewal term, the Lease shall automatically renew for two (2) years, upon the same terms and conditions set forth in the Lease.
6. Article 14 of the Lease is hereby deleted and replaced in its entirety as follows (underlining omitted):

NOTICES:

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

To County:

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

With a copy to:

Director of Real Estate Development  
Governmental Center  
115 South Andrews Avenue, Room 409C  
Fort Lauderdale, Florida 33301  
E-mail Address: Imahoney@broward.org

To City:

Christopher J. Lagerbloom, ICMA-CM  
City of Fort Lauderdale  
City Manager  
100 North Andrews Avenue  
Fort Lauderdale, Florida 33301  
E-mail Address: [clagerbloom@fortlauderdale.gov](mailto:clagerbloom@fortlauderdale.gov)

With a copy to:

Ben Rogers  
Transportation and Mobility Director  
City of Fort Lauderdale  
290 N.W. 3<sup>rd</sup> Avenue  
Fort Lauderdale, FL 33301  
E-mail Address: brogers@fortlauderdale.gov

7. Article 16 of the Lease is hereby deleted and replaced in its entirety as follows (underlining omitted):

16. TERMINATION: In addition to the termination rights provided for in this Lease, the Parties agree as to the following:

- 16.1 County Termination for Convenience. COUNTY shall have the right to terminate this Lease at any time for convenience by providing written notice to CITY at least ninety (90) calendar days before the date of termination.
- 16.2 City Termination for Convenience. CITY shall have the right to terminate this Lease at any time for convenience by providing written notice to COUNTY at least ninety (90) calendar days before the date of termination.
- 16.3 Upon termination, COUNTY shall have the option to: (1) keep any Improvements on the Property, or (2) request CITY to remove said Improvements within six (6) days from the date of termination, at CITY'S sole cost and expense.
- 16.4 If at any time the County Administrator (as defined below) determines that termination of the Lease is necessary to protect public health, safety, or welfare, the County Administrator may terminate the Lease upon providing such notice as the County Administrator deems appropriate under the circumstances. The "County Administrator" is defined as the administrative head of County pursuant to Sections 3.02 and 3.03 of the Broward County Charter.

8. The attached Exhibit A is incorporated into and made a part of this First Amendment.
9. This First Amendment may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same amendment.
10. Preparation of this First Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.
11. Except as modified in the First Amendment, all terms and conditions of the Lease shall remain in full force and effect. If any conflict or ambiguity exists between this



First Amendment and the Lease, the Parties agree that this First Amendment shall control.

12. This First 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 of this First Amendment that are not contained in the Lease and this First Amendment.
13. County represents and warrants that this First Amendment constitutes the legal, valid, binding, and enforceable obligation of City, and that neither the execution nor performance of this First Amendment constitutes a breach of any agreement that County has with any third party or violates any law rule, regulation, or duty arising in law or equity applicable to County. County further represents and warrants that execution of this First Amendment is within County's legal powers, and each individual executing this First Amendment on behalf of County is duly authorized by all necessary and appropriate action to do so on behalf of City and does so with full legal authority.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this First 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 \_\_\_\_\_, 2022, (Board Agenda Item #\_\_), and CITY OF FORT LAUDERDALE, signing by and through its Mayor duly authorized to execute same.

COUNTY

|                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>ATTEST:</p> <p>_____</p> <p>Broward County Administrator, as<br/>ex officio Clerk of the Broward County<br/>Board of Commissioners</p> | <p>BROWARD COUNTY, by and through its<br/>Board of County Commissioners</p> <p>By: _____</p> <p>Mayor</p> <p>_____ day of _____, 20__</p> <p>Approved as to form by<br/>Andrew J. Meyers<br/>Broward County Attorney<br/>Governmental Center, Suite 423<br/>115 South Andrews Avenue<br/>Fort Lauderdale, Florida 33301<br/>Telephone: (954) 357-7600</p> <p>By: _____</p> <p>Reno V. Pierre (Date)<br/>Assistant County Attorney</p> <p>By: _____</p> <p>Annika E. Ashton (Date)<br/>Deputy County Attorney</p> |
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**FIRST AMENDMENT TO THE AGREEMENT BETWEEN BROWARD COUNTY AND  
CITY OF FORT LAUDERDALE FOR THE LEASING OF REAL PROPERTY FOR USE AS  
A PARKING LOT**

CITY

ATTEST:

By: \_\_\_\_\_  
David Soloman  
City Clerk (SEAL)

CITY OF FORT LAUDERDALE, a Florida  
municipal corporation

By: \_\_\_\_\_  
Dean J. Trantalis, Mayor  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By: Christopher J. Lagerbloom, ICMA-CM,  
City Manager

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

Approved as to form and legal sufficiency:  
Alain Boileau, City Attorney

By: Kimberly Cunningham Mosley  
Assistant City Attorney

**EXHIBIT A**

Staging Spaces



