

CONSENT AGENDA PUBLIC COMMENT

CONSENT AGENDA

Approval of the Consent Agenda

Approve the Consent Agenda

Yea: 5 - Commissioner Herbst, Vice Mayor Glassman, Commissioner Beasley-Pittman, Commissioner Sturman and Mayor Trantalis

CONSENT MOTION

CM-1 [24-0309](#) Motion Approving Temporary Beach License and Outdoor Event Agreements for FlockFest 2024 and SEFAA’s 27th Annual Volleyball Tournament - (Commission Districts 2 and 4)

APPROVED

Yea: 5 - Commissioner Herbst, Vice Mayor Glassman, Commissioner Beasley-Pittman, Commissioner Sturman and Mayor Trantalis

CM-2 [24-0271](#) Motion Approving a Second Amendment to the Agreement between Broward County and the City of Fort Lauderdale for the Leasing of Real Property Located at 80 SW 1st Avenue - (Commission District 4)

APPROVED

Yea: 5 - Commissioner Herbst, Vice Mayor Glassman, Commissioner Beasley-Pittman, Commissioner Sturman and Mayor Trantalis

CM-3 [24-0333](#) Motion Approving a First Amendment to the Agreement between Limousines of South Florida, Inc. and the City of Fort Lauderdale for the Community Shuttle Service - (Commission Districts 1, 2, 3 and 4)

APPROVED

Yea: 5 - Commissioner Herbst, Vice Mayor Glassman, Commissioner Beasley-Pittman, Commissioner Sturman and Mayor Trantalis

CM-4 [24-0368](#) Motion Authorizing Settlement of Workers’ Compensation Claim in Michael Dew v. City of Fort Lauderdale, Case No. 24-001544MJR - \$140,000 - (Commission Districts 1, 2, 3 and 4)

APPROVED

Yea: 5 - Commissioner Herbst, Vice Mayor Glassman, Commissioner Beasley-Pittman, Commissioner Sturman and Mayor Trantalis



**CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING**

#24-0271

TO: Honorable Mayor & Members of the
Fort Lauderdale City Commission

FROM: Greg Chavarria, City Manager

DATE: April 16, 2024

TITLE: Motion Approving a Second Amendment to the Agreement between
Broward County and City of Fort Lauderdale for the Leasing of Real
Property Located at 80 SW 1st Avenue – **(Commission District 4)**

Recommendation

Staff recommends the City Commission approve a Second Amendment to the Agreement between Broward County and the City of Fort Lauderdale for the leasing of real property located at 80 SW 1st Avenue extending the term of the lease to terminate on July 31, 2029, and to modify the notice requirements in the event of a termination for convenience.

Background

At the August 7, 2007, regular meeting, the City Commission approved a five-year agreement with two (2) additional five-year extensions, authorizing the City to maintain two (2) multi-space parking meters, perform parking enforcement services, and maintain the improvements in the parking lot. The City and County exercised both options and the agreement was set to expire August 2022.

In early 2022, Broward County commenced a rehabilitation project on the Broward County Governmental Center, East Annex Building located near County Lot II. The First Amendment dated July 1, 2022, extended the term through August 6, 2024, and accounted for the temporary closure of twenty-two (22) parking spaces directly impacted by the rehabilitation project and not available for use by the general public.

The proposed Second Amendment would extend the term of the agreement through July 31, 2029, for completion of the rehabilitation project on the Broward County Governmental Center, East Annex Building. Furthermore, the proposed Second Amendment would modify the notice requirements in the event of a termination for convenience from ninety (90) days to sixty (60) calendar days. The City will continue to retain all parking enforcement revenues and parking meter revenues are shared with Broward County based on pre-established thresholds.

The City will enforce all City parking ordinances within this lot pursuant to Chapter 26 of the Code of Ordinances of the City of Fort Lauderdale and in accordance with the terms and conditions set forth in this agreement.

Resource Impact

There is an anticipated positive fiscal impact to the Parking Fund in the amount of \$27,798.00 for the remaining six months of FY24. Staff anticipate positive annual impact in the amount of \$75,600.00 in the future fiscal years.

Strategic Connections

This item advances the *Fast Forward Fort Lauderdale 2035* Vision Plan: We Are United.

Attachments

Exhibit 1 – Second Amendment

Exhibit 2 – Location Map

Prepared by: Bryan Greene, Parking Services Manager, Transportation and Mobility

Department Director: Ben Rogers, Transportation and Mobility

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

This Second Amendment ("Second Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), whose address is Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, and City of Fort Lauderdale, a municipal corporation of the State of Florida ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301. 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 ("2007 Lease"), whereby County leases certain real property ("Property") to City for use as a public parking lot.

B. The 2007 Lease was amended by a First Amendment, dated July 1, 2022 ("First Amendment"), to extend the term of the lease through August 6, 2024, and to account for the temporary closure of twenty-two (22) parking spaces.

C. The 2007 Lease and the First Amendment are collectively referred to as the "Lease."

D. The Parties now desire to enter into this Second Amendment to extend the term of the Lease and to modify the notice requirements in the event of a termination for convenience.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties 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 Second Amendment shall retain the meaning ascribed to such terms in the Lease.

2. Amendments made to the Lease by this Second Amendment are indicated by use of strikethroughs to indicate deletions and bold/underlining to indicate additions, unless otherwise indicated. Except as modified in this Second Amendment, all remaining terms and conditions of the Lease shall remain in full force and effect.

3. This Second Amendment shall be effective as of the date it is fully executed by the Parties ("Effective Date").

4. Article 5 of the Lease is hereby amended to add the language as follows:

...

Following the end of the two (2) year renewal term, the Lease shall automatically renew and terminate on July 31, 2029, upon the same terms and conditions set forth in the Lease. CITY shall have the option to further renew this Lease for up to two (2) additional terms of five (5) years each (each an "Additional Renewal Term"), on the same terms and conditions set forth in the Lease, by sending COUNTY written notice of CITY's intent to renew at least sixty (60) days prior to the expiration of the then-current term and subject to the written approval of the COUNTY acting through its County Administrator.

5. Article 16 of the Lease is hereby amended as follows:

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~~ **sixty (60)** 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~~ **sixty (60)** calendar days before the date of termination.

...

6. This Second Amendment is hereby incorporated into the Lease, and all of the terms and conditions contained in this Second Amendment shall be binding on the Parties.

7. This Second 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 agreement.

8. Preparation of this Second 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.

9. In the event of any conflict or ambiguity between this Second Amendment and the Lease, the Parties agree that this Second Amendment shall control. The Lease, as amended herein by this Second 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 Lease as amended in this Second Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

10. The Parties represent and warrant that this Second Amendment constitutes the legal, valid, binding, and enforceable obligation of each Party, and that neither the execution nor performance of this Second Amendment constitutes a breach of any agreement that either Party has with any third party or violates any law rule, regulation, or duty arising in law or equity applicable to each Party. The Parties further represent and warrant that execution of this Second Amendment is within each Party's legal powers, and each individual executing this Second Amendment on behalf of such party is duly authorized by all necessary and appropriate action to do so 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 Second 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 _____, 2024 (Board Agenda Item #__), and CITY OF FORT LAUDERDALE, signing by and through its Mayor duly authorized to execute same.

COUNTY

<p>ATTEST:</p> <p>_____ Broward County Administrator, as ex officio Clerk of the Broward County Board of Commissioners</p>	<p>BROWARD COUNTY, by and through its Board of County Commissioners</p> <p>By: _____ Mayor</p> <p>____ day of _____, 2024</p> <p>Approved as to form by Andrew J. Meyers Broward County Attorney 115 South Andrews Avenue, Suite 423 Fort Lauderdale, Florida 33301 Telephone: (954) 357-7600</p> <p>By: _____ Reno V. Pierre (Date) Assistant County Attorney</p> <p>By: _____ Annika E. Ashton (Date) Deputy County Attorney</p>
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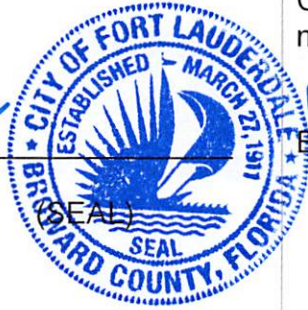
RVP/sr
 Second Amendment Lease Agreement for Parking Lot
 03/21/2024

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

CITY

ATTEST:

By: [Signature]
David Soloman
City Clerk



CITY OF FORT LAUDERDALE, a Florida
municipal corporation

By: [Signature]
Dean J. Trantalis, Mayor

1 day of May, 2024

By: [Signature]
Greg Chavarria,
City Manager

29 day of April, 2024

Approved as to form and legal sufficiency:
Thomas J. Ansbro, City Attorney

By: [Signature]
Kimberly Cunningham Mosley
Assistant City Attorney

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT
IN AND FOR THE COUNTY OF BROWARD, FLORIDA

Case No. 12-10000
Plaintiff, David S. ...
vs.
Defendant, ...



David S. ...
...

...

...

...

...



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

26

Today's Date: 4/25/24

DOCUMENT TITLE: MOTION APPROVING A SECOND AMENDMENT TO THE AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF FORT LAUDERDALE FOR THE LEASING OF REAL PROPERTY LOCATED AT 80 SW 1ST AVENUE

COMM. MTG. DATE: 4/16/24 CAM #: 24-0271 ITEM #: CM-2 CAM attached: YES NO

Routing Origin: CAO Router Name/Ext: Jolene C./5035 Action Summary attached: YES NO

CIP FUNDED: YES NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) City Attorney's Office: Documents to be signed/routed? YES NO # of originals attached: 2

Is attached Granicus document Final? YES NO Approved as to Form: YES NO

Date to CCO: 4/25/24

Kimberly Cunningham Mosley
Attorney's Name

KCM
Initials

2) City Clerk's Office: # of originals: 2 Routed to: Donna V./Amber C./CMO Date: 04/25/24

3) City Manager's Office: CMO LOG #: APR59 Document received from: CCO 4/26/24

Assigned to: GREG CHAVARRIA
ANTHONY FAJARDO SUSAN GRANT
GREG CHAVARRIA as CRA Executive Director

APPROVED FOR G. CHAVARRIA'S SIGNATURE N/A FOR G. CHAVARRIA TO SIGN

PER ACM: PER ACM: A. Fajardo (Initial/Date)
PER ACM: S. Grant (Initial/Date)

PENDING APPROVAL (See comments below)
Comments/Questions: _____

Forward 2 originals to Mayor CCO Date: 4/29

4) Mayor/CRA Chairman: Please sign as indicated. Forward 2 originals to CCO for attestation/City seal (as applicable) Date: _____

5) City Clerk: Scan original and forwards 2 originals to: Jolene Chism/CAO/Suite 1605/x.5035

Attach certified Reso # YES NO Original Route form to Jolene C.