

**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.

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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>_____</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: _____</p> <p style="text-align: center;">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: _____</p> <p style="text-align: right;">Reno V. Pierre (Date) Assistant County Attorney</p> <p>By: _____</p> <p style="text-align: right;">Annika E. Ashton (Date) Deputy County Attorney</p>
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RVP/sr
Second Amendment Lease Agreement for Parking Lot
03/21/2024

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CITY

<p>ATTEST:</p> <p>By: _____ David Soloman City Clerk (SEAL)</p>	<p>CITY OF FORT LAUDERDALE, a Florida municipal corporation</p> <p>By: _____ Dean J. Trantalis, Mayor ____ day of _____, 20__</p> <p>By: _____ Greg Chavarria, City Manager ____ day of _____, 20__</p> <p>Approved as to form and legal sufficiency: Thomas J. Ansbro, City Attorney</p> <p>By: _____ Kimberly Cunningham Mosley Assistant City Attorney</p>