

FIRST AMENDMENT TO COMPREHENSIVE AGREEMENT

BETWEEN

CITY OF FORT LAUDERDALE

AND

MY PARK INITIATIVE, LLC

This First Amendment shall amend that Comprehensive Agreement dated the 28th day of December, 2022, entered this ____ day of _____ 2025, by and between the **CITY OF FORT LAUDERDALE, FLORIDA**, a Florida municipal corporation (the “CITY”) and **MY PARK INITIATIVE, LLC**, a Florida limited liability company, and its respective affiliates, successors and assigns (“MPI”), pursuant to Section 255.065(7), Florida Statutes, as follows:

RECITALS

WHEREAS, under Article IV of the Agreement, MPI is required to rehabilitate Building 1 located on the Relocation Site for the purpose of the transfer of existing staff occupying the Train Station and providing a workspace that is equivalent to their current working conditions; and

WHEREAS, on April 12, 2023, the City of Fort Lauderdale experienced excessive rain resulting in localized flooding that severely impacted Building 1; and

WHEREAS, the CITY and MPI agree that Building 1 can no longer be rehabilitated, however, the relocation of existing staff is still necessary for the completion of the Qualified Project; and

WHEREAS, MPI and CITY agree that demolishing Building 1 and constructing a new facility is necessary to facilitate the construction of the Qualified Project;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable considerations, the adequacy and receipt of which are hereby acknowledged, the CITY and MPI agree as follows:

TERMS:

1. The Recitals are true and correct and hereby incorporated herein.
2. The Parties agree that MPI’s obligation to rehabilitate Building 1 under Section 4.01 has been frustrated by the April 2023 flood and that demolishing Building 1 and constructing a replacement structure is necessary for the completion of the Qualified Project.
3. The Parties agree that Section 1.02 of the Agreement is modified as follows:

ARTICLE I

DEFINITIONS / EXHIBITS

1.02 Definitions.

...

(o) "Qualified Project" shall mean the design and construction of a pickleball facility consisting of approximately eight (8) acres, for use by City residents and guests [including community courts, a clubhouse with locker rooms, an open play area for kids, a refurbished and repurposed train station, and a redesign of the lake area to include a beach and locally run food service concession] located within the Park Site, and as more particularly described in Section 3.01, and as conceptually depicted in **EXHIBIT D** attached hereto and incorporated herein, and it shall also include any related project infrastructure built within the right of way or other County property that is adjacent to the Park Site.

...

(q) "Pickleball Facility" shall mean a pickleball facility consisting of approximately eight (8) acres, for use by City residents and guests [including community courts, a clubhouse with locker rooms, an open play area for kids, a refurbished and repurposed train station, and a redesign of the lake area to include a beach and locally run food service concession], and other amenities for the use of the residents of the City of Fort Lauderdale.

4. The Parties agree that Section 4.01 of the Agreement is modified as follows:

ARTICLE IV

CONSTRUCTION, CAPITAL IMPROVEMENTS, AND MAINTENANCE OF RELOCATION SITE

4.01. Minimum Required Improvements.

MPI, at its sole expense, to both parties' reasonable satisfaction, will be responsible for the following to allow for the development of the Park Site and to be completed concurrently with the development of the Park Site as long as there is no break in service for the transfer station except for the period of time it is in transition:

(a) To plan, organize, supervise, monitor, direct, and control the work on Relocation Site to ensure that it is done competently and efficiently and in accordance with the design as described in **EXHIBIT E** to efficiently allow the relocation of City staff and vehicles currently on the Park Site. MPI will demolish Building 1A and Building 1B as identified in **EXHIBIT C** and MPI will construct a replacement structure to transfer existing staff occupying the Train Station and provide a workspace that meets or exceeds the specification described in **EXHIBIT G**. The work will be completed at the Relocation Site so that staff can be relocated without interruption. In the event that the replacement

facility is not ready for occupancy, MPI may provide a temporary facility, deemed suitable by City Manager, to transfer existing staff occupying the Train Station and provide a workspace that is equivalent to the current working conditions until such time as the replacement facility is ready for occupancy at the sole cost and expense of MPI.

(b) To relocate the Transfer Station and seaweed mound to the location identified in **EXHIBIT E**.

(c) To rehabilitate Building 6 as described in **EXHIBIT C** and provide an additional 3,500 square foot structure of shop space in an adjacent building, clear the land, and provide parking for approximately 250 vehicles. MPI will demolish the remaining structures. The additional work, as further detailed in **EXHIBIT E**, will be reimbursed to MPI by the City upon issuance of a final certificate of occupancy (CO) for the Transfer Station and Building 6 within 90 days. The City reserves the right to modify the site plan of the Relocation Site. The reimbursement to MPI shall be actual costs of the work performed, not to exceed \$800,000 with additional contingency of \$200,000, for a total not to exceed \$1,000,000. Contingencies may include, but are not limited to, work as described in **EXHIBIT E** for items such as unexpected costs due to supply chain issues, site conditions, or site plan changes.

5. The Parties agree that Article V of the Agreement is modified as follows:

ARTICLE V

COST OF THE QUALIFIED PROJECT

5.01. Cost of the Qualified Project.

The Qualified Project is estimated to cost approximately \$22,000,000, including design fees, management fees and legal fees. The cost of the Qualified Project is expected to be fully funded by MPI through private funds. MPI's financing and funding is to be evidenced by providing the CITY with appropriate and sufficient letters of credit or other documents from a financial institution evidencing MPI's ability to fully finance the Qualified Project to the CITY's satisfaction within ninety (90) days of the execution of this Comprehensive Agreement; however, MPI may ask for and CITY may grant reasonable extensions of time so long as CITY is satisfied that MPI is making its best efforts to obtain the required financing documents.

5.02. Cost Overruns.

To the extent that there are cost overruns associated with the construction of the Qualified Project, any such cost overruns will be paid by MPI.

5.03. Commencement of the Qualified Project.

Construction of the Qualified Project may commence as early as April 1, 2023. The Qualified Project shall thereafter proceed forthwith to completion.

5.04. Cost of Replacement Building and Improvements at Relocation Site.

The Replacement for Building 1 and additional site improvements are estimated to cost approximately \$5,700,000, which includes the construction of an 8,000 square foot structure to replace Building 1 and site modifications requested by the CITY, including demolition costs. The detailed budget to improve the Relocation Site is attached as **EXHIBIT G**. The CITY agrees to reimburse for actual work performed, not to exceed \$3,900,000, for the demolition, construction of the Replacement Building, change orders to improve the transfer station, gate access, and site improvements required by the construction standards for new structures, and additional requests from the CITY. MPI will include the CITY in the design/development of the Relocation Site and all reasonable requests will be included in the plans, provided they do not significantly delay or increase the cost of the project.

5.05 Reimbursement Schedule.

MPI shall diligently complete the work outlined in **EXHIBIT I** and CITY shall reimburse MPI for the work performed as outlined in **EXHIBIT J**. Any additional change orders requested by CITY that deviate from submitted and approved plans shall be the sole responsibility of CITY.

6. The Parties agree that Article VI of the Agreement is modified as follows:

...

6.04 MPI’s Rights and Obligations.

(1) MPI must remain in compliance with any off-Park Site infrastructure, access, or other agreements that support the construction of the Qualified Project, and which the CITY may incur obligations due to non-performance of MPI. This includes, but is not limited to, a tri-party site access site license agreement between MPI, the CITY, and Broward County on or near an area as outlined in **EXHIBIT K**. A default in said agreement(s) shall constitute a default under the Comprehensive Agreement.

...

6.09 Cost of Access.

MPI shall set the cost of all amenities within the Park Site; however, MPI agrees to provide special benefits to Fort Lauderdale residents for the duration of the Comprehensive Agreement which will include, but may not be limited to, free access to the Community Center for all City recognized Homeowners’ Associations to hold meetings, specified free court time of no less than 1,000 hours annually, free introductory lessons at no cost, discounts for court time and/or amenities, free equipment for City Parks and Recreation youth programs and approximately 26 Fort Lauderdale schools and training for physical education teachers. These benefits shall be advertised and available to any resident that shows proof of residency; however, there will be no cost to any person to access the Park Site.

...

6.13 Revenues.

...

- (a) No later than sixty (60) calendar days after the close of each fiscal year of MPI, MPI shall make a donation to the CITY of an amount (the “Escrow Amount”) equal to one percent (1%) of all Gross Revenue collected during the previous fiscal year by MPI from the operation of the Qualifying Project or \$150,000, whichever is greater, into an account (the “Escrow Account”). MPI will increase its donation to one and five-tenths percent (1.5%) and will continue to make contributions at that rate until MPI has contributed an additional \$400,000 at which time MPI will resume making a donation equal to one percent (1%) of all Gross Revenue to the CITY pursuant to this subsection. The Escrow Amount will be used by the City at any time to fund park projects throughout the City.

...

- 7. The Parties agree that Article of the Agreement is modified as follows:
- 8. Except as modified herein, all other terms and conditions of the Agreement are ratified and shall remain in full force and effect. In the event of a conflict, this First Amendment shall control.

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IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Comprehensive Agreement to be effective as of the day and year first set forth above.

**CITY OF FORT LAUDERDALE, a
Florida municipal corporation**

By: _____
Dean J. Trantalis, Mayor

By: _____
Susan Grant, Acting City Manager

ATTEST:

By: _____
David R. Soloman, City Clerk

APPROVED AS TO FORM AND
CORRECTNESS:

By: _____
D'Wayne M. Spence
Interim City Attorney

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2024 by Susan Grant, Acting City Manager of the City of Fort Lauderdale, a Florida municipal corporation, who is personally known to me or produced _____ as identification.

(SEAL)

NOTARY PUBLIC

Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Name of Notary Typed, Printed or Stamped

My Commission Expires:

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MPI INITIATIVE LLC

By:

Signature

Print Name: _____

Title: _____

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2025, by _____, who is personally known to me or produced _____ as identification.

(SEAL)

NOTARY PUBLIC

Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

EXHIBIT “G”

Building should be equivalent usefulness to the original building 1 estimated to be 9,140 square feet to include:

- 5 offices at approximately 100 square feet
- 12 offices at approximately 144 square feet
- 12 offices at approximately 200 square feet
- 3 breakrooms at approximately 625 square feet with cabinets and countertops for storage
- Unisex and multi-stall restrooms to accommodate staff, appropriate with use of the building
- Storage
- Space for IT, HVAC, custodial and other functional building needs

EXHIBIT "I"

Budget

Agreement	
Description	Cost
Transfer Station	\$154,448
Site Work (NE Corner/Parking Area)	\$64,352
Soft Costs (Phase 1)	\$68,757
Project Management (Phase 1)	\$56,000
Demolition Preparation	\$56,000
GC General Conditions and OHP	\$90,659
Bldg 6 Rehab	\$378,000
Bldg 6 Expansion	\$570,000
GC General Conditions and OHP	\$94,800
Trailer Installation	\$6,500
Trailer Siting Modification	\$56,533
Generator + Gas	\$15,171
Temporary Parking Area	\$63,533
Shared Site Accommodations	\$27,646
Trailer Rental	\$144,000
Total Estimated Cost	\$1,846,400
Maximum City Contribution	\$1,000,000

First Amendment	
Description	Cost
Transfer Station Modifications	\$200,000
Demolition	\$400,000
Gate Access	\$71,500
GC General Conditions and OHP	\$26,725
Building 1 Construction	\$2,160,000
Soft Costs (Phases 3 & 4)	\$385,000
Project Management (Phases 3 & 4)	\$200,000
Site Civil Work	\$475,000
Total Estimated Cost	\$3,918,225
Maximum City Contribution	\$3,900,000

Summary	
Description	Cost
Estimated Total Cost	\$5,764,625
Maximum City Contribution	\$4,900,000

EXHIBIT “J”

Payment Schedule

Payment Percent is based on the Maximum City Contribution or actual cost incurred as noted payment milestone, whichever is less.

Section 5 Reimbursement Schedule		
Payment	Milestone	Payment Percent
1	Completion of Demolition	10%
2	Issuance of Building Permits	20%
3	Foundation Completion	20%
4	Substantial Completion	30%
5	90 days after Final Completion	20%
Total Amount		100%

EXHIBIT "K"

License Area – Sketch and Legal Description

