Exhibit E
Escrow Agreement

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made by and among the City of Fort Lauderdale, Florida ("City"), Performing Arts Center Authority ("PACA"), and Garry W. Johnson, P.A. ("Escrow Agent"), in connection with the Tri-Party Agreement between City, Broward County, Florida ("County"), and PACA (the "Tri-Party Agreement'), and the City Supplemental Agreement between City and PACA (the "City Supplement").

NOW THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. **Deposit of Deed:** Within sixty (60) days of complete execution of the Tri-Party Agreement, City shall complete the transfer of the Donated Parcel to PACA by depositing a Quit Claim Deed in form and substance satisfactory to PACA and City (the "Deed") for the Donated Parcel in escrow with the Escrow Agent. The Donated Parcel deed shall be held in escrow by, and distributed by, Escrow Agent solely in accordance with the terms of this Escrow Agreement.

2. **Distribution of Deed:** Upon receipt of the Deed, Escrow Agent shall hold and distribute the Deed as follows:

   (a) The Deed shall be released to PACA on the date that the County provides written notice (the "Release Notice") to PACA, City, and Escrow Agent. County shall issue the Release Notice upon the first to occur of the following three events: (i) October 1, 2028; (ii) PACA has demonstrated to County's satisfaction that PACA has expended at least Two Million Five Hundred Thousand Dollars ($2,500,000) in capital expenditures for Permitted Uses during the Term (excluding funds received from County); or (iii) termination of the Tri-Party Agreement. The obligations of this section shall survive the termination or expiration of this Agreement or the Tri-Party Agreement.

   (b) If no Release Notice is received from County by the end of the term of the Tri-Party Agreement, the Deed shall continue to be held in escrow by Escrow Agent until such Release Notice is delivered.

   These directions are absolute and unconditional and may not be changed, countermanded, disputed or rescinded except by mutual written agreement of City, County, PACA, and Escrow Agent.

3. **Attorneys' Fees:** In the event of any controversy arising under or relating to the interpretation or implementation of this Agreement by City, PACA, or Escrow Agent or any breach thereof, the prevailing party shall be entitled to payment for all costs and attorneys' fees (both trial and appellate) incurred in connection therewith.

4. **Disputes:** In the event a dispute arises between the parties as to the proper disbursement of the Deed, Escrow Agent, may at its option:

   (a) take no action and hold the Deed until agreement is reached between the disputing parties or until a final judgment from which no further appeal is available has been entered by a court; or

   (b) institute an action for declaratory judgment, interpleader or otherwise joining all affected parties.

   Escrow Agent shall comply with the final judgment of the court as to the distribution of the Deed. In the event of any suit between the parties wherein Escrow Agent is made a party by virtue of acting as escrow agent hereunder, or in the event of any suit wherein Escrow Agent interpleads the subject matter of this escrow, Escrow Agent shall be entitled to recover reasonable attorneys' fees and costs incurred, including costs and attorney's fees for appellate proceedings, if any, said fees and costs to be equally charged and assessed as court costs the parties to this Agreement.

5. **Indemnification:** City and PACA, jointly and severally, will indemnify and save harmless Escrow Agent of and from any and all fines, suits, claims, demands, penalties, losses and actions (including attorneys' fees and costs) arising or resulting from or in connection with this Escrow Agreement and actions hereunder, except as may be the direct cause of the gross negligence or willful misconduct of Escrow Agent.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of April 8, 2025.

CITY

ATTEST:

David Soloman, City Clerk

(SEAL)

CITY OF FORT LAUDERDALE

By: _____
Dean J. Trantalis, Mayor

8 day of April, 2025

By: _____
Rickelle Williams, City Manager

4 day of April, 2025

APPROVED AS TO FORM AND CORRECTNESS:
D'Wayne M. Spence, Interim City Attorney

By: _____
Shaun N. Amarnani, Esq.
Assistant City Attorney

2 day of April, 2025

PACA

ATTEST:

Secretary

Alan Hooper

Print name

(SEAL)

PERFORMING ARTS CENTER AUTHORITY

By:

Chair

M. Austin Forman

Print name of Chair above

6 day of February, 20 25

FLORIDA
IV-13

ESCROW AGENT

GARRY W. JOHNSON, P.A.

By: _____

Garry W. Johnson, President

18th day of February, 2025

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Rickelle Williams, City Manager

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Assistant City Attorney

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ATTEST:

Secretary

Alan Hooper
Print name

(SEAL)

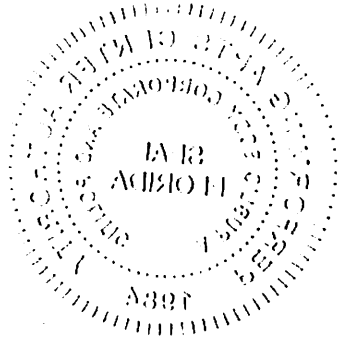
PERFORMING ARTS CENTER AUTHORITY

By:

Chair

M. Austin Forman
Print name of Chair above

6 day of February, 2025



ESCROW AGENT

GARRY W. JOHNSON, P.A.

By: _____

Garry W. Johnson, President

10th day of February 20 25

Exhibit A
Scope of Services

1. **Capital Program Summary**
The capital grant funding will be allocated towards a variety of capital improvement projects falling under three main categories: facilities, production, and technology. These projects aim to enhance the functionality, safety, and efficiency of our organization's infrastructure and operations.

All funding will be allocated to capital projects at the Broward Center for the Performing Arts located at 201 SW 5th Avenue, Fort Lauderdale, FL 33312 including the Au-Rene theater, the Amaturo theater, the Abdo New River Room, the Rose Miniaci Arts Education Center, the Mary N. Porter Riverview Ballroom, the Peck Courtyard, and all ancillary spaces.

2. **Services Description**
General capital projects fall within three broad categories: Facilities, Production, and Technology. Funding will be utilized for capital improvements, including but not limited to projects in each of these categories.

Facilities: Facilities projects (> $10,000) include replacement of equipment & systems, scheduled replacement/refurbishment (elevators, fire protection, HVAC), replacement of tile, wood, doors, carpet, flooring, structural repairs, architectural and engineering projects (design fees, construction documents and administration), stucco repair (replacement, waterproofing, painting), safety and security.

Production: Production projects (>$10,000) include theatrical lighting systems, acoustical systems (performance and audio-visual), rigging, theatrical equipment, seating, and stage renovations (finishes to stage floor, walls, and ceiling).

Technology: Technology projects (>$10,000) include technology repairs, replacement, upgrades, hardware replacement, network upgrades, software systems and enhancements, and network and cloud security.

Each project within these categories is aimed at improving our facilities, enhancing production capabilities, and upgrading technological infrastructure to better serve our organization's mission and stakeholders. By strategically investing in these areas, we aim to ensure the long-term sustainability and effectiveness of our operations.

The capital plan includes the following capital projects by location:

Broward Center Campus
Facilities Projects - Scheduled replacement or refurbishment of elevators, the freight elevator, the fire system, and the HVAC rooftop units. Structural repairs to the back of house facilities including refurbishing tiles, fixtures, partitions, and walls. Replacement of equipment and systems that have reached the end of their useful life or are no longer functioning properly including the facility work

golf cart used for landscaping and outside maintenance, replacement of pneumatics vav boxes, replacement of catering equipment and furniture, and repainting the auditorium floors.

Technology Projects – Technology repairs, replacement and upgrades including Uninterruptible Power Supply (UPS) for the network Main Distribution Frame (MDF) and Intermediate Distribution Frame (IDF) to ensure reliable power backup, desktop and laptop replacement, hardware replacement that supports the virtual environment, and digital signage replacement and upgrades. This also includes replacement of critical software including Microsoft Dynamics, the current Finance and Accounting system, point of sale equipment, replacement of security camera hardware (networking, cameras, servers) and screening devices.

Broward Center Exterior

Facilities Projects – Replacement of tile, wood, doors, carpet, and flooring including replacement of exterior doors and hardware, repair and replacement of tile in the upper level of the Courtyard to enhance safety, replacement of wood handrails and refurbishment of outdoor fixtures. Replacement of the courtyard sound system and resurfacing of the Courtyard tile to reduce maintenance and improve safety. Structural repairs of the front drive and the upper courtyard, stucco repair, replacement, waterproofing and painting including soffit repairs, mullion repairs and recaulking.

Production & Technology Projects - In addition, there is a security need to replace the gate at the south backstage lot entrance and a need for an exterior lighting package to enhance the appearance and safety of the building.

Au-Rene & Amaturo Theaters

Facilities Projects – Replacement of theater seats in the Au-Rene theater that have reached the end of their useful life. New equipment and systems in the Amaturo wardrobe room and new house lights in the Amaturo theater.

Production Projects – Theatrical light, sound and stage systems including cleaning, re-flameproofing, and re-certification of all soft goods for all venues, replacement of one-ton chain motors, a new floating moving light package, an upgraded projector and video monitor package. Replacement of the Au-Rene lighting console, new LED cyc lights in the Au-Rene, new Thomas pre-rig double truss in the Au-Rene, a new curtain motor in the Au-Rene and an acoustic curtain control in the Amaturo, an LED video wall, and replacement and upgrades to various sound and lighting systems in both the Au-Rene and Amaturo theaters.

Ancillary Spaces

Facilities Projects – Replacement of tile, wood, doors, carpet, flooring including replacement of the Einstein Room floor, repair and replacement of administration office furnishings and flooring. Scheduled replacement / refurbishment of the skywalk elevator and the administration elevator.

Production Projects - Theatrical light, sound and stage system projects including lighting system, audio console, wireless comm, projector and stage replacement in the Abdo New River Room.

Technology Projects - Technology repairs, replacements, and upgrades for each of the conference rooms to support virtual meetings and multi-media presentations.

Education Center

Facilities Projects – Replacement of equipment and systems including seating in the JM Studio and replacement of the floors in the JM Studio and each of the classrooms.

Production Projects – Theatrical light, sound and stage systems including replacement of the lighting system in the JM Studio to LED, updates to the JM lighting and audio console, replacement of the JM Studio PA and the JM Studio projector, replacement of the Thomas Classroom projector, and the Harlow Classroom audio system.

Pavillion

Facilities Projects – Replacement of equipment and systems including replacement of the ballroom lighting grid to reduce sky light heat on theatrical lighting, replacement of catering equipment and scheduled replacement of the pavilion HVAC rooftop units.

Production Projects – Theatrical light, sound and stage systems including replacement of the ballroom lighting system and lighting console, the audio system and audio console, the ballroom projector, the creston, and the lectern with confidence monitor.

3. Five Year Capital Plan

The five-year capital plan will be updated annually and forwarded to both the County and the City along with the annual fiscal year budget.

Exhibit B
City Land Contribution

The City Land Contribution will consist of the following property:

Lot 15 in Block 19 of Bryan Subdivision of Blocks 5, 8 & 19, of Town of Fort Lauderdale, according to the Plat thereof, Recorded in Plat Book 1, Page 18, of the Public Records of Dade County, Florida; said lands situate, lying and being in Broward County, Florida and Lot 16 and the north one-half of Lot 17 in Block 19 of Bryan Subdivision of Blocks 5, 8 & 19, of Town of Fort Lauderdale, according to the Plat thereof, Recorded in Plat Book 1, Page 18, of the Public Records of Dade County, Florida; said lands situate, lying and being in Broward County, Florida, together with the East one-half of the vacated alley (vacated per Official Record Book 17657, Page 545, of the public records of Broward County Florida) lying West of and adjacent to said lots.