



CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING

#26-0660

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

FROM: Rickelle Williams, City Manager *Rickelle Williams*

DATE: July 2, 2026

TITLE: **REVISED M-8** - Motion Approving an Interim Agreement with Holiday Park Parking Partners LLC for the Holiday Park Parking Project, Pursuant to Section 255.065(6), Florida Statutes, in Substantially the Form Attached Hereto - (**Commission Districts 1, 2, 3, and 4**)

Recommendation

Staff recommends that the City Commission approve a motion authorizing the Interim Agreement with Holiday Park Parking Partners LLC (HPPP) for the Holiday Park Parking Project, pursuant to Section 255.065(6), Florida Statutes, in substantially the form attached.

The Interim Agreement establishes the framework for the City and HPPP to move forward with Phase I surface parking lot improvements and continue evaluating Phase II of the project. Phase II may include a multi-level parking garage, an embedded Fire Rescue/EMS substation, and vertiport infrastructure. The Interim Agreement also authorizes defined pre-development work for Phase II, including design, cost estimating, reporting, and other deliverables needed to support a future fixed-price or guaranteed maximum price design-build proposal.

The Interim Agreement does not require the City to proceed with Phase II or enter into a Comprehensive Agreement. Any decision to proceed with Phase II, approve financing, or authorize a future Comprehensive Agreement would return to the City Commission for review and approval.

Under the Interim Agreement, Phase I costs will be established through the Surface Parking Construction Agreement, which the parties anticipate executing on or before July 31, 2026. The Surface Parking Construction Agreement provides for a lump-sum, not-to-exceed Contract Price of \$4,961,539 for the Phase I surface parking lot improvements, as further described in the Resource Impact section below.

The City would be responsible for financing the parking garage and Fire Rescue/EMS substation components of Phase II, subject to future City Commission approval. HPPP would not have equity participation in those components.

The vertiport infrastructure is anticipated to be financed and constructed by Atlantic Aviation, or another vertiport counterparty approved by the City, at no cost to the City. HPPP would remain the City's prime contracting party under the Interim Agreement. The operations and maintenance responsibilities for the vertiport infrastructure would be further evaluated during the Interim Agreement period and may be addressed in a separate long-term agreement, if the vertiport component is pursued.

Background

On March 7, 2025, the City received an unsolicited proposal from Holiday Park Parking Partners LLC (HPPP). A revised proposal was submitted by the proposer on April 10, 2025.

On May 5, 2025, the City received a separate unsolicited proposal from Park Place Garages LLC. City staff determined that both proposals met the statutory definition of a "qualifying project" under Section 255.065, Florida Statutes, and that each included the required \$25,000 application fee.

On May 20, 2025, during the City Commission Conference Meeting, staff presented an update on the Holiday Park parking initiative, including a high-level overview of the two (2) unsolicited proposals (CAM #25-0571). At that meeting, the City Commission requested that City staff further evaluate the unsolicited proposals and provide a comparative analysis prior to the City Commission's summer recess.

City staff met separately with representatives from HPPP on June 6, 2025, and with representatives from Park Place Garages LLC on June 10, 2025. The meetings were limited to clarifying key aspects of the proposals, general business terms, and ensuring a mutual understanding of anticipated timelines and deliverables. City staff provided the City Commission with an update on the status of the unsolicited proposal evaluation at the June 30, 2025, City Commission Conference Meeting (CAM #25-0656).

On June 30, 2025, during a City Commission Conference Meeting, the City Commission requested that City staff prepare a walk-on resolution for the City Commission Regular Meeting to accept the two (2) existing unsolicited proposals and establish a forty-five (45)-day competition period following publication, consistent with the timeframes as authorized under Section 255.065, Florida Statutes. The walk-on resolution was approved that evening (CAM #25-0550).

The forty-five (45)-day competition period commenced on July 8, 2025, and closed on August 22, 2025, at 5:00 p.m. During the competition period, the City received one (1) additional proposal from G3 Development and one (1) revised proposal from Park Place Garages LLC. On August 25, 2025, staff advised the City Commission of the three (3) unsolicited proposals received during the statutory competition period via Letter to the Commission No. 25-155 and confirmed that the proposals had been made publicly available online on the City's project website.

On September 3, 2025, the City Commission approved a motion to terminate for convenience, the Bermello, Ajamil & Partners, LLC agreement related to the Holiday Park Garage Design Criteria Package (CAM #25-0773). Consistent with prior City Commission direction, City staff continued to advance the surface lot through a design task order with Kittelson & Associates.

City staff engaged PFM Financial Advisors (PFM) to provide third-party advisory support in connection with the review of the three (3) unsolicited proposals. The scope of work included conducting a comparative review of the unsolicited proposals and preparing side-by-side comparative summaries of each submission. The review included a comparative assessment of developer and project attributes (such as parking spaces, ancillary development, and costs), financial structure assumptions, and the preparation of comparative matrices to facilitate review. PFM also conducted preliminary financial due diligence and high-level financing analyses. PFM reviewed ownership structures, key business terms, asset control, and risk allocation, and reviewed financial pro formas to inform staff's understanding of potential project considerations and City impacts. PFM prepared an executive-level summary of its advisory work, which was incorporated into materials presented by staff to the City Commission.

On December 2, 2025, the City Commission approved a resolution appointing law firm Greenberg Traurig, P.A. as special counsel in connection with the Holiday Park Parking Garage (CAM #25-0898).

The December 16, 2025, City Commission Conference Meeting agenda included presentations from City staff, PFM, and the three (3) proposers regarding the project history, key considerations, and the proposers' qualifications, experience, and proposed methodologies (CAM #25-1057). During the City Commission Regular Meeting the City Commission deferred any action to the January 2, 2026, City Commission Regular Meeting.

On January 2, 2026, the City Commission approved a motion to rank the three (3) proposers and authorized the City Manager to proceed with negotiations with the top-ranked proposer, HPPP (CAM #26-0072).

On February 12, 2026, the City hosted a project kickoff meeting with HPPP to establish negotiation protocols and discuss the framework of the Interim Agreement, including prioritization of key business items, legal structure, timelines, roles, and responsibilities.

On March 4, 2026, the Implementation Working Group – comprising of the City Manager's Office, City Attorney's Office, Capital Projects Department, Development Services Department, Fire Rescue Department, Parks and Recreation Department, and Transportation & Mobility Department staff, along with the HPPP Project Team – commenced weekly coordination meetings. The coordination meetings included site assessment and field review, department operational needs and readiness, and planning and design coordination.

On April 27, 2026, City staff coordinated stakeholder outreach at Holiday Park, engaging adjacent tenants and facilities operators including the Florida Panthers, the Performing Arts Center Authority (PACA), and the YMCA regarding project coordination, phasing, and parking impacts.

On June 16, 2026, City staff presented the proposed Interim Agreement Term Sheet to the City Commission at the City Commission Conference Meeting, outlining the structure and intent of the agreement to govern the pre-development phase (CAM #26-0534). The City Commission provided feedback on project phasing, the vertiport component, the Surface Parking Construction Agreement structure, and key business terms. City staff is now presenting the Interim Agreement for City Commission approval, for purposes of establishing a framework for Phase I implementation and continued evaluation of Phase II, without obligating the City to proceed with Phase II or to approve any subsequent Comprehensive Agreement.

Interim Agreement

The proposed Interim Agreement reflects the negotiations between the City and HPPP. The Interim Agreement is intended to define the scope, duration, and conditions under which the Project Team would implement Phase I pursuant to the Surface Parking Construction Agreement and specified Phase II pre-development activities, including due diligence, design development, cost refinement, schedule development, and other preparatory work necessary to evaluate Project feasibility and support the potential negotiation of a Comprehensive Agreement. The Interim Agreement establishes roles and responsibilities, cost allocation principles, reimbursement provisions, termination rights, and protections designed to safeguard the City's interests and maintain appropriate oversight and cost controls during the pre-development period.

While the Interim Agreement preserves the City's right to terminate at any time and for any reason, the City's financial exposure may vary based on the timing of termination, the initiating party, and the underlying cause. In all scenarios, the City retains ownership of all work products, plans, and design deliverables produced under the Interim Agreement.

Key elements defined in the Interim Agreement include:

1. Parties – The City of Fort Lauderdale, a Florida municipal corporation, and Holiday Park Parking Partners LLC (HPPP), a Delaware limited liability company, are the parties to the Interim Agreement. CORE Construction Services of Florida, LLC would serve as the Project Team's lead coordinator and Authorized Representative for all Project-related communications, meetings, deliverables, and coordination matters. CORE Construction Services of Florida, LLC will also perform Phase I pursuant to the Surface Parking Construction Agreement and is expected to enter into a joinder to the Interim Agreement with respect to its allocated roles and responsibilities. [VertiPorts by Atlantic Aviation] is the proposed vertiport operator and is expected to enter into a joinder to the Interim Agreement with respect to its allocated roles and responsibilities for the vertiport infrastructure. These joinders are intended to reflect the allocation of specific responsibilities

among Project Team members while maintaining HPPP as the contracting party with the City under the Interim Agreement.

2. Project Site – The Project Site is a portion of Holiday Park located in Fort Lauderdale, Broward County, Florida. The City retains fee ownership of the Project Site. Phase I includes surface parking improvements. Phase II includes the pre-development of a multi-level municipal parking garage with an embedded Fire Rescue/EMS substation and a rooftop vertiport.
3. Approved Project Budget – Phase I costs are further defined in the Surface Parking Construction Agreement (Exhibit L) and will be delivered on a fixed-price or GMP basis. The Phase II Allowable Pre-Development Expenses are \$3,731,400, to be paid through a milestone-based Progress Payment schedule as set forth in Exhibit E. The Phase II construction cost will be further developed and refined into a fixed-price or GMP design-build package during the Interim Agreement period and may be incorporated into a proposed Comprehensive Agreement, with no City cost for the Vertiport Infrastructure. The Approved Project Budget for Phase II, as set forth in Exhibit B, identifies a target City cost of \$38,483,011 and serves as a preliminary target budget for all design development, with final Project costs to be determined as design advances during the Interim Agreement period. The Project Team must use commercially reasonable efforts to design within the Approved Project Budget. If a submittal is projected to exceed the budget, the Project Team must provide written value engineering options for City consideration.
4. Interim Agreement Term – The Interim Agreement commences on the Effective Date and expires on the earlier of: (a) twenty-four (24) months after the Effective Date; or (b) execution and delivery of the Comprehensive Agreement. The Term may be extended by the written consent of both Parties for up to two (2) additional six (6)-month periods, not to exceed a cumulative total of thirty-six (36) months inclusive of the initial twenty-four (24)-month Term. The Term may be extended for up to ninety (90) additional days to allow the City Commission to determine whether to approve the Comprehensive Agreement.
5. Surface Parking Construction Agreement (Phase I) – The Surface Parking Construction Agreement (SPCA), attached as Exhibit L, establishes the primary terms for Phase I, including the applicable fixed-price or GMP structure, scope, schedule, payment, insurance, indemnification, bonding, change-order, acceptance, and termination provisions. The Parties anticipate execution of the SPCA on or before July 31, 2026 and in accordance with the terms of the Interim Agreement. Phase I is intended to proceed independently of Phase II, and HPPP is not entitled to a development fee or other compensation for Phase I outside the compensation expressly included in the SPCA.
6. Scope Finalization Period – Within one hundred (100) days following the Effective Date, the City and HPPP shall collaborate in good faith to finalize and mutually approve the detailed space program, architectural design direction, and functional

requirements for Phase II to be delivered within the Approved Project Budget. During this period, HPPP will perform preliminary pre-development work to support scope, program, and budget refinement.

7. Pre-Development Work – HPPP shall perform the pre-development activities for Phase II as set forth in Exhibit C to the Interim Agreement. Pre-development activities include, but are not limited to, conceptual design, schematic design, design development, construction documents and pricing, project phasing and schedule development, permitting and entitlement strategy, procurement strategy, support for the City’s evaluation of Phase II financing structures, and coordination with the proposed design-builder, parking operator, and Vertiport counterparties. HPPP is solely responsible for the procurement and contracting necessary for the delivery of the Pre-Development Work. The City may request changes to the scope of Pre-Development Work by written notice; any increase in cost to the City requires prior City Commission approval.
8. Vertiport Infrastructure – As part of the Pre-Development Work, HPPP shall, in coordination with Atlantic Aviation, prepare and submit Vertiport Plans addressing design, engineering, permitting, FAA and other regulatory requirements, financing, and all structural and design integration requirements. The Vertiport Plans must be delivered to the City during the Term on a date mutually agreed upon by the Parties. The City has ninety (90) days after receipt of complete Vertiport Plans to approve the Vertiport Plans, request modified or alternative plans, or remove the Vertiport components from Phase II, in each case at the City's sole discretion. The City Manager may refer the Vertiport Plans to the City Commission for approval, in which case the ninety (90)-day period is extended by the time needed for City Commission review and action. The City shall not fund, reimburse, contribute to, or otherwise bear any costs associated with implementing, developing, constructing, financing, operating, or maintaining the Vertiport Infrastructure. The City retains sole discretion to determine whether to proceed with the vertiport components as part of Phase II.
9. Pre-Development Expenses and Progress Payments – HPPP shall perform the Pre-Development Work in accordance with the budget set forth in Exhibit D (the Pre-Development Budget) and shall not incur or commit to costs in excess of the approved budget without prior City written approval. During the Term, the City shall make milestone-based Progress Payments to HPPP for Allowable Pre-Development Expenses incurred in accordance with the Interim Agreement. Upon achieving each milestone set forth in the Progress Payment Schedule (Exhibit E), HPPP shall submit an invoice with supporting documentation. The City has thirty (30) days to approve or reject each invoice; approved invoices are remitted within thirty (30) days in accordance with the Florida Prompt Payment Act. Aggregate Progress Payments may not exceed the Pre-Development Budget. The City retains audit rights over HPPP’s books and records related to Pre-Development Work costs.

10. Project Financing – The City will evaluate and determine the financing structure for Phase II, including the type, structure, terms, and conditions of any debt or other financing. HPPP has no equity contribution obligation and no approval or consent rights with respect to any aspect of the City’s financing. The Vertiport Infrastructure is expected to be financed by Atlantic Aviation or, in the City’s sole discretion, another approved vertiport counterparty at no cost to the City.
11. PACA Lease Coordination – The Project Site is subject to the Lease Agreement dated February 1, 2018, between the City and the Performing Arts Center Authority (PACA), which provides for the exclusive use of the parking lot east of and contiguous to the Parker Theater for patron parking during all events. The Parties acknowledge the importance of coordinating alternative parking arrangements for the Parker Theater during Phase I and Phase II and will coordinate with the PACA lessee to support alternative parking arrangements during construction. Phase I is intended, in part, to provide alternative parking during construction of Phase II.
12. Key Personnel – During the Term, HPPP shall retain and utilize the persons listed as Key Personnel in Exhibit F. HPPP shall not substitute any Key Personnel without prior written City approval. The City shall not unreasonably withhold, delay or condition consent to a substitution if the proposed replacement possesses equal or greater experience, skill, knowledge and professional expertise.
13. Negotiation of Comprehensive Agreement – So long as the Interim Agreement and the Surface Parking Construction Agreement are in effect, HPPP is not in default, Phase I is being performed to the City’s reasonable satisfaction, and Pre-Development Work is proceeding in accordance with approved schedules, HPPP shall have the exclusive right to negotiate the Comprehensive Agreement with the City for Phase II. The Parties shall work to negotiate a mutually agreeable Comprehensive Agreement structured on a fixed-price or GMP design-build basis. The City is not obligated to enter into a Comprehensive Agreement, and all final decisions remain within the sole discretion of the City Commission. Conditions for City execution of the Comprehensive Agreement include: (a) City Commission approval; (b) completion and City acceptance of all Pre-Development Work; (c) delivery of an acceptable fixed-price or GMP design-build package; (d) an agreed project schedule, financing plan, and completion security; and (e) a demonstrated feasible Vertiport plan at the Project Team’s sole cost, or City election to remove the Vertiport from Phase II.
14. Termination – The Interim Agreement includes the following termination rights:
 - City Termination for Convenience – The City may terminate the Interim Agreement at any time in its sole discretion upon at least thirty (30) days’ prior written notice to HPPP.
 - City Termination for Developer Default – The City may terminate upon a Developer Default, including HPPP’s failure to achieve a Major Pre-

Development Milestone (subject to applicable notice and cure periods), material breach, insolvency, unauthorized substitution of Key Personnel, debarment, fraudulent act or willful misconduct, or disavowal of an executed Comprehensive Agreement.

- Developer Termination for City Default – HPPP may terminate upon an uncured City Default.
 - Non-Feasibility Termination – Within one hundred (100) days of the Effective Date, HPPP may terminate if it determines, in its reasonable discretion based on Due Diligence results, that the Project is not technically or financially feasible.
15. Termination Payments – Termination payment obligations vary based on the cause and timing of termination:
- City Termination for Convenience, uncured City Default, or City denial of Developer's Extension Request – The City shall reimburse HPPP for one hundred percent (100%) of Allowable Pre-Development Expenses incurred prior to termination for which a Progress Payment has not yet been made, subject to the Pre-Development Budget.
 - Term Expiration without Comprehensive Agreement and Developer declines City Extension Request – The City shall reimburse HPPP for fifty percent (50%) of Allowable Pre-Development Expenses incurred prior to termination, subject to the Pre-Development Budget.
 - Developer Default or Non-Feasibility Termination – The City shall have no obligation to reimburse HPPP for any Allowable Pre-Development Expenses. HPPP is entitled only to amounts earned for Pre-Development Work properly performed and accepted through the termination date, less the City's rights of setoff, recoupment, and recovery of damages.
 - In all termination scenarios, no unearned fees, anticipated profits, lost opportunity costs, consequential damages, or costs of Project procurement are payable by either Party.
16. Ownership of Documents and City Step-In Rights – Upon termination, and subject to the City's payment of any required Termination Payment, all finished or unfinished Work Product including plans, drawings, studies, reports, models, and other materials prepared under the Agreement shall become the property of the City. The Work Product does not include the Vertiport Plans. HPPP shall ensure that its contracts with its agents, consultants, and contractors permit assignment to the City, allowing the City to assume the benefit of those agreements and preserve continuity of the Project following termination.

17. Small, Local, and Disadvantaged Business Participation – During the Term, HPPP shall cause the Project Team to utilize local businesses classified as Class A, Class B, or Class C businesses under Section 2-186 of the City Code for at least ten percent (10%) of design work performed under the Interim Agreement.
18. Public Communications – HPPP shall not, without the City’s prior express written consent, issue press releases, publish advertisements, or otherwise communicate publicly regarding the City or the Pre-Development Work. Community outreach activities shall be City-led, with support from HPPP as requested.
19. Indemnification – HPPP shall indemnify the City for losses arising out of the performance of the Interim Agreement or entry upon the Project Site by HPPP or the Project Team, provided however, that indemnification obligations relating to the vertiport infrastructure are allocated to the vertiport counterparty, which will be responsible for losses arising from the vertiport infrastructure.
20. Additional Regulatory Requirements – The Interim Agreement incorporates standard regulatory compliance requirements applicable to City contracts, including E-Verify employment eligibility verification, prohibitions on contracting with entities of foreign countries of concern pursuant to Section 287.138, Florida Statutes, public entity crime requirements, scrutinized companies prohibitions, anti-human trafficking compliance (with an affidavit to be executed by HPPP per Exhibit K), non-discrimination obligations, public records compliance under Chapter 119, Florida Statutes, and governing law and venue requirements in Broward County, Florida.

The Interim Agreement does not obligate the City to enter into a Comprehensive Agreement or proceed with the construction, financing, or long-term operations of the Project. Any advancement beyond the interim phase is subject to negotiation of a Comprehensive Agreement for Phase II and approval by the City Commission.

Resource Impact

The proposed agreement has a financial impact of \$4,961,539 for the Phase I surface parking lot improvements under the Surface Parking Construction Agreement, attached as Exhibit L. **This item is contingent upon the approval of the July 2, 2026, Consolidated Budget Amendment (CAM# 26-0593).**

The City may also award up to \$2,101,075 in additive alternatives, including \$1,384,350 for the Southern LauderTrail improvements (*as part of Phase I*) and \$716,725 for the Northern LauderTrail improvements (*as part of Phase II*) along NE 8 Street, from Federal Highway to War Memorial Auditorium.

In addition, the agreement includes \$3,731,400 for Phase II allowable pre-development expenses. If approved, staff will bring forward a resolution at the August 18, 2026 City Commission meeting declaring the City’s intent to reimburse itself from proceeds of a future bond issuance. **This item is contingent upon the approval of the August 18, 2026,**

Consolidated Budget Amendment.

The Phase II project may result in a future financial impact of \$38,483,011 for project delivery costs.

Strategic Connections

This item is a Fiscal Year (FY) 2026 Commission Priority, advancing the Infrastructure and Resilience initiative.

This item supports the Press Play Fort Lauderdale 2029 Strategic Plan, specifically advancing:

- The Infrastructure and Resilience Focus Area

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

Attachments

Exhibit 1 – Proposed Interim Agreement

Exhibit 2 – Presentation

Prepared by: Ben Rogers, Assistant City Manager, City Manager's Office
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Charter Officer: Rickelle Williams, City Manager