

AGREEMENT

Between

BROWARD COUNTY

and

CITY OF FORT LAUDERDALE, FLORIDA

THIS AGREEMENT made and entered into this 15th day of MARCH, 2004, by and between BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", through its Board of County Commissioners,

AND

The CITY OF FORT LAUDERDALE, FLORIDA, a municipal corporation existing under the laws of the State, hereinafter referred to as "CITY".

WITNESSETH

WHEREAS, the City Commission of CITY, pursuant to Motion, approved at its regular meeting held on the 7th day of December, 2004, authorized its officials to execute this Agreement;

WHEREAS, the COUNTY is the owner of certain improved land used for vehicular parking and located at the southeast corner of South New River Drive East and Southeast 1st Avenue, which property is more particularly shown and legally described on Exhibit "A" (the "Property"), a copy of which is attached to this Agreement and incorporated by this reference; and

WHEREAS, the COUNTY is willing to lease such Property to the CITY for use as a metered and permitted public parking lot, subject to certain conditions; and

WHEREAS, the CITY wishes to lease such Property from the COUNTY for use as a metered and permitted public parking lot, subject to certain conditions; and

IN CONSIDERATION of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. The foregoing recitals are true, correct and are incorporated herein by this reference.

2. COUNTY hereby grants to CITY the right to occupy and use a parking lot on the Property described herein, which parking lot shall include forty-five (45) parking spaces. Of the forty-five spaces, forty-three (43) parking spaces shall be metered and two (2) spaces shall be reserved for handicap parking. Up to six (6) of the metered spaces may be used as permit parking for persons using CITY boat docks located near the Property. CITY shall also have the right to install upon the Property parking stops, meters, meterposts, shrubbery, small trees, fences, signs and any other improvements which CITY may deem desirable if related to the parking operation.

3. In consideration for its use of the Property, CITY agrees to pay to COUNTY an amount equal to fifty percent (50%) of the monthly gross parking meter revenues derived by CITY from the use of the metered spaces located on the Property. It is understood that no revenue shall be due from CITY to COUNTY for use of the two (2) handicap spaces or the six (6) metered spaces when used as permit parking spaces. The applicable amount shall be due and payable to COUNTY, by the 30th of the month following the month of collection, to the Director of Facilities Management of Broward County.

4. The COUNTY shall have the right, but not the obligation, to examine the CITY'S accounting records in order to verify the amount of revenue collected by the CITY from the metered spaces located on the Property.

5. The term of this Lease shall be for five (5) years, commencing on the date first shown in this Agreement. The CITY shall have the option, subject to the approval of the COUNTY, acting through its County Administrator or duly authorized designee, to renew this Lease for five (5) additional five (5) year periods upon the same terms and conditions as provided herein. Such option to renew shall be exercised by CITY by giving written notice by certified U.S. mail to COUNTY not less than sixty (60) days prior to the expiration of the then existing term.

6. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CITY, without the prior written consent of COUNTY.

7. CITY agrees to monitor the Property and to enforce its parking ordinances during the term of this Agreement.

8. CITY and COUNTY agree that upon expiration of this Agreement, CITY shall have the right to remove from the Property any signs, fences, meters, parking posts, and parking stops. COUNTY shall have the right to have other improvements, such as landscaping, remain on the Property. CITY agrees that the cost of removing any improvements shall be borne by CITY. CITY also agrees that upon any such expiration, it will deliver the Property to COUNTY in the same condition and repair as existed at the commencement of this Agreement, less the improvements as provided herein and ordinary wear and tear.

9. CITY shall at all times maintain the Property, at no cost to COUNTY, in the same condition and repair as existed at the commencement of this Agreement, ordinary wear and tear excepted. CITY further agrees to maintain and repair any improvements made by CITY to the Property, including parking meters and striping.

10. COUNTY agrees that CITY shall have the right of ingress to and egress from the Property for the following purposes: ingress and egress for the public utilizing the parking lot; CITY's collection of revenue from any parking meters installed upon the Property; enforcing ordinances applicable to parking meters as required by the Code of Ordinances of the City; maintaining the parking lot and parking meters; and for any and all other purposes required by CITY incidental to the installation and operation of the parking lot and appurtenances thereto. The installation, maintenance, repair, collection of revenues and enforcement of ordinances applicable to such metered parking shall be accomplished by CITY at no cost to COUNTY. COUNTY agrees that CITY reserves the right to prescribe the hours of use and rate for the metered parking spaces.

11. The CITY shall, to the extent provided by law, indemnify and hold harmless the COUNTY and all its officers, elected or otherwise, and employees from any loss, damage or injury to persons or property arising from the CITY's use of the Property. CITY shall, to the extent provided by law, save the COUNTY harmless from and against all judgments, orders, decrees, attorney fees, costs, expenses and liabilities incurred in or from such claim, investigation or defense thereof which may be entered, incurred or assessed as a result of the foregoing. CITY agrees that in the event it contracts with a third party (hereinafter "contractor") to construct the improvements on the Property. CITY shall require the contractor to indemnify the COUNTY to the same extent as the CITY is indemnified in connection with the construction of the improvements and shall include the COUNTY as an additional insured on any insurance required to be provided to CITY by contractor.

12. During the term of this Agreement, CITY agrees that the Property shall be operated in accordance with CITY laws at CITY's expense.

13. CITY shall be in default of this Agreement in the event CITY fails to perform or comply with the terms of this Agreement applicable to it and such failure to perform or comply is not cured within thirty (30) days (hereinafter "cure period") from the date of written notice from COUNTY of such failure to perform or comply. In the event of such default, COUNTY shall have the right to notify the CITY and this Agreement is terminated on a date no less than ten (10) days from the last day of the cure period, and COUNTY may exercise all rights and remedies at law or in equity that may otherwise be available. Upon expiration, CITY shall vacate the Property and return same to COUNTY in accordance with the provisions of Paragraph 9 of this Agreement. In the event a breach of this Agreement is not curable within the thirty (30) day cure period, no default shall be deemed to occur if actions to cure the violation are commenced within the thirty (30) day cure period and corrective action is diligently pursued to completion.

14. Any notice or demand, which under the terms of this Agreement or by any statute or ordinance given or made by a party hereto, shall be in writing and shall be

deemed given on the date such notice is mailed by certified or registered mail, return receipt requested, sent to the other party at the address set forth below or to such other address as such party may from time to time designate by notice:

To COUNTY: Broward County Administrator
Broward County Governmental Center, Rm 409
115 South Andrews Avenue
Fort Lauderdale, FL 33301

and

Director of Real Property Section
Broward County Governmental Center, Rm 326
115 South Andrews Avenue
Fort Lauderdale, FL 33301

To CITY: City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

15. No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless obtained in a written document executed by the parties hereto with the same formality and of equal dignity herewith.

16. COUNTY shall have the right to terminate the Lease upon ninety (90) days' written notice. Upon termination, COUNTY shall have the option to keep any improvements on the Property and to reimburse CITY for the cost of improvements, less net revenues retained by CITY and less depreciation computed on the straight-line basis over the initial term (5 years) of the Lease, or to have CITY remove any improvements within sixty (60) days of termination at CITY's expense.

17. CITY shall submit a quarterly and annual report of revenues and expenses and the amount of funds retained by CITY and the amount distributed to the COUNTY.

18. This document 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 of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document utilizing the same formalities as were used in the execution of this Agreement.

19. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Broward County, Florida.

20. CITY represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to COUNTY and may not submit bids on leases of real property to COUNTY for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this lease agreement and recovery of all monies paid hereto.

In addition to the foregoing, CITY further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CITY has been placed on the convicted vendor list.

21. CITY is an independent contractor under this Agreement. Services provided by CITY shall be subject to the supervision of CITY, and such services shall not be provided by CITY or its agents as officers, employees, or agents of the COUNTY.

22. Neither CITY nor COUNTY intend to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

23. CITY shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

24. In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or CITY elects to terminate this Agreement. Any election to terminate this Agreement based upon this section shall be made within seven (7) days after the finding by the court becomes final.

25. Preparation of this Agreement has been a joint effort of COUNTY and CITY and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

26. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given effect.

27. This Agreement shall be executed in triplicate original copies, each copy of which, bearing original signatures, is to have the force and effect of an original document.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor and Vice-Mayor, authorized to execute same by Board action on the 15th day of MARCH, 2004⁵, and CITY OF FORT LAUDERDALE, signing by and through its Mayor, City Manager and City Clerk, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Jacques F. Miller For RSD
Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By *Kristin Jacob*
Mayor

15th day of MARCH, 2005



APPROVED

Mary M. Meister

Approved as to form by
EDWARD A. DION, County Attorney
for Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By *Deaw 1/17/05*
Yasmi Govin
Assistant County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF FORT LAUDERDALE FOR
PARKING LOT LEASE

WITNESSES:

Safaa B. Ali
Safaa B. Ali
Print Name

Wendy Franko
Wendy Franko
Print Name

(CORPORATE SEAL)

CITY OF FORT LAUDERDALE
Approved by Motion No. _____

By Jim Naugle
Jim Naugle, Mayor
18 day of January, 2004

By George Gretsas
George Gretsas, City Manager
11 day of January, 2004

ATTEST:

Jonda K. Joseph
Jonda K. Joseph, City Clerk

Approved as to form: _____

Victoria F. Minard
Victoria F. Minard, Asst. City Attorney

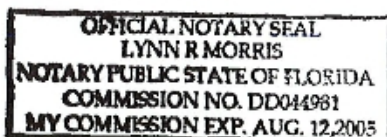
STATE OF FLORIDA :
COUNTY OF BROWARD :

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments personally appeared, Jim Naugle, as Mayor of the City of Fort Lauderdale, a municipal corporation of the State of Florida, and acknowledged he executed the foregoing Agreement as the proper official of the City of Fort Lauderdale and the same is the act and deed of the City of Fort Lauderdale.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at Fort Lauderdale, in the State and County aforesaid, on this 18 day of January, 2004.

(SEAL)

Lynn R. Morris
Notary Public, State of Florida



8/12/2005
My Commission Expires

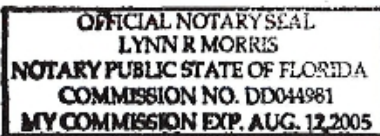
AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF FORT LAUDERDALE FOR
PARKING LOT LEASE

STATE OF FLORIDA :
COUNTY OF BROWARD :

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments personally appeared, George Gretsas, as City Manager of the City of Fort Lauderdale, a municipal corporation of the State of Florida, and acknowledged he executed the foregoing Agreement as the proper official of the City of Fort Lauderdale and the same is the act and deed of the City of Fort Lauderdale.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at Fort Lauderdale, in the State and County aforesaid, on this 18 day of January 2004.5

(SEAL)



Lynn R Morris
Notary Public, State of Florida

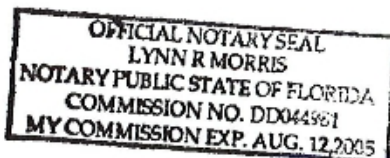
8/12/2005
My Commission Expires

STATE OF FLORIDA :
COUNTY OF BROWARD :

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments personally appeared, Jonda K. Joseph, as City Clerk of the City of Fort Lauderdale, a municipal corporation of the State of Florida, and acknowledged she attested the foregoing Agreement as the proper official of the City of Fort Lauderdale and the same is the act and deed of the City of Fort Lauderdale.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at Fort Lauderdale, in the State and County aforesaid, on this 21 day of January 2004.5

(SEAL)



Lynn R Morris
Notary Public, State of Florida

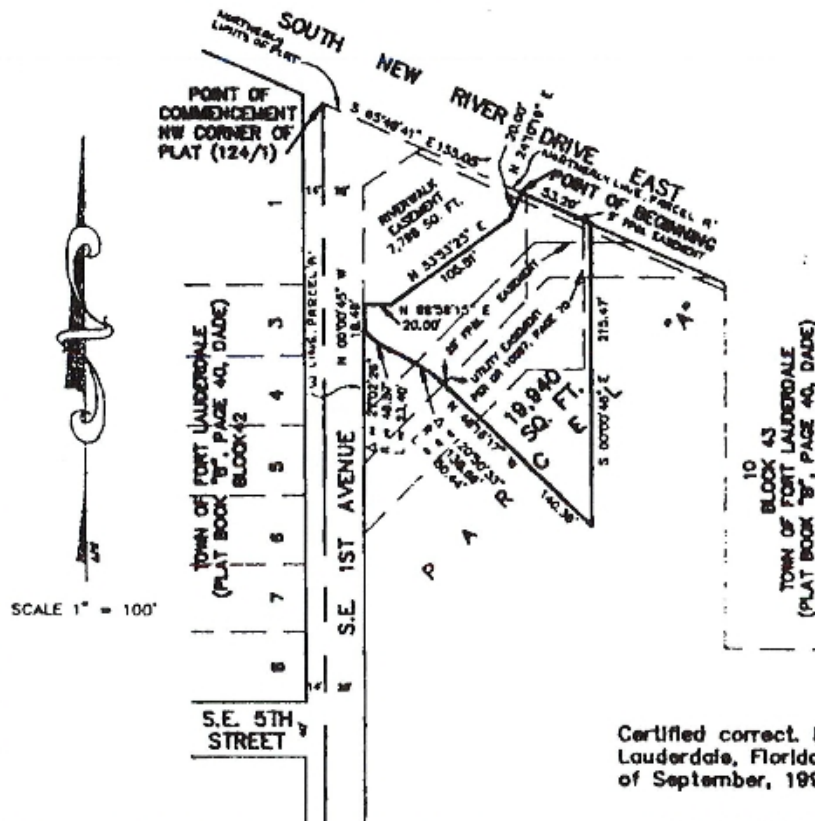
8/12/2005
My Commission Expires

SKETCH AND DESCRIPTION
S.E. 1ST AVENUE PARKING LOT 91-103588
PROJECT # 9116

A portion of Parcel "A", BROWARD COUNTY COURTHOUSE PHASE 1, according to the plat thereof, as recorded in Plat Book 124, Page 1, of the public records of Broward County, Florida, more fully described as follows:

Commencing at the Northwest corner of said BROWARD COUNTY COURTHOUSE PHASE 1; thence South $85^{\circ}49'41''$ East, on the Northerly limits of said plat, a distance of 155.05 feet, to the Point of Beginning; thence continuing South $85^{\circ}49'41''$ East, on said Northerly plot limits, being the Northerly line of said Parcel "A", a distance of 53.20 feet; thence South $00^{\circ}00'45''$ East, a distance of 215.47 feet; thence North $48^{\circ}18'17''$ West, a distance of 140.38 feet, to a point of curve; thence Northwest on a curve to the left, with a radius of 138.66 feet, a central angle of $20^{\circ}50'33''$, an arc distance of 50.44 feet, to a point of reverse curve; thence Northwest on a curve to the right, with a radius of 49.57 feet, a central angle of $27^{\circ}02'26''$, on arc distance of 23.40 feet, to a point on the West line of said Parcel "A"; thence North $00^{\circ}00'45''$ West, on said West line, a distance of 18.49 feet; thence North $89^{\circ}59'15''$ East, a distance of 20.00 feet; thence North $53^{\circ}53'25''$ East, a distance of 105.51 feet; thence North $24^{\circ}10'19''$ East, a distance of 20.00 feet, to the Point of Beginning.

Said lands situate, lying and being in the City of Fort Lauderdale, Broward County, Florida, and containing 19,940 square feet or 0.4578 acres more or less.



NOTES: 1) This drawing reflects all platted easements. This property was not abstracted for other easements, reservations or rights-of-way of record by the City of Fort Lauderdale Engineering Department. 2) Legal description prepared by the City of Fort Lauderdale Engineering Department, this 27th day of September, 1991. 3) This drawing is not valid unless sealed with an embossed surveyors seal. 4) Hearings shown refer to record plat of BROWARD COUNTY COURTHOUSE PHASE 1 (124/1). 5) THIS IS NOT A SURVEY.

Certified correct. Dated at Fort Lauderdale, Florida, this 27th day of September, 1991.

**CITY OF FORT LAUDERDALE
 ENGINEERING DEPARTMENT**

Allen J. Whitehouse
 Allen J. Whitehouse
 Professional Land Surveyor No. 4987
 State of Florida.

CITY OF FORT LAUDERDALE, FLORIDA	
S.E. 1ST AVENUE PARKING LOT	DATE: 9/91
PROJECT # 9116	OFFICE OF CITY ENGINEER
BY: JAW	DR: AJW
	PLAC: 2350C