

FACILITY USE AGREEMENT

This Facility Use Agreement (the "Agreement") is entered into this 29 day of August, 2025 (the "Effective Date") by and between Marine Industries Association of South Florida, Inc., a Florida not for profit corporation ("MIASF") and City of Fort Lauderdale, a Municipality of the State of Florida, by and through its City Commission, whose address is Tower 101, Suite 1430, 101 NE 3rd Avenue, Fort Lauderdale, Florida 33301, Attn: City Manager ("City").

RECITALS

MIASF owns the building located at 221 Southwest Third Avenue, Fort Lauderdale, Florida 33312 (the "MIASF Building"). While City Hall has been under construction, MIASF has rented the "Flagship Room" located within the MIASF Building to the City to host magistrate and code enforcement meetings. The parties are entering into this Agreement to formalize the past rental of the Flagship Room, as well as the continuing rental of the Flagship Room for the purposes set forth above until such time as construction of City Hall is completed and the City is able to host such meetings at City Hall, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the fees, covenants and agreements hereinafter reserved and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby acknowledge that the recitals set forth above are true and correct and incorporated into this Agreement and the parties hereby agree as follows:

1. Grant of Right to Use to Flagship Room. MIASF hereby grants to City the right to continue to use the Flagship Room for purposes of hosting up to forty-six (46) City's magistrate and code enforcement hearings (collectively, the "Hearings") in the Flagship Room per calendar year during the Term (as defined below); provided that in no event shall the City have the right to host more than six (6) Hearings per calendar month, without the prior written consent of MIASF. MIASF and City shall reasonably coordinate in advance regarding the scheduling of such Hearings.

2. Term. This Agreement shall remain in effect for a period of two (2) years from the Effective Date, unless earlier terminated as provided in the Agreement (the "Term").

3. Termination by convenience. The City may terminate this Agreement upon thirty (30) days' prior written notice to MIASF; provided that the City pays all Use Fees then due and payable to MIASF no later than thirty (30) days following the date of termination of this Agreement, which obligation shall survive termination.

4. Facility Use Fee.

a. City hereby acknowledges that as of June 1, 2025, the City owes MIASF the amount of Twenty-Eight Thousand Dollars (\$28,000.00) for its prior emergency use of the Flagship Room (collectively, the "Prior Fees"). City hereby agrees to pay to MIASF the Prior Fees within thirty (30) days following the Effective Date.

b. From and after June 1, 2025, the City shall pay MIASF the amount of Seven Hundred Dollars (\$700.00) per each use of the Flagship Room (collectively, the "Use Fees"). The Use Fees shall be paid by City to MIASF in arrears on a quarterly basis on or before thirty (30) days following the end of each calendar quarter; provided, however that the Use Fees due for the month of June, 2025 shall be included in the third (3rd) quarter payment for calendar year 2025. For example, Use Fees for the period commencing on June 1, 2025 and ending on October 31, 2025 shall be due to MIASF on or before December 1, 2025.

5. City's Covenants. During the Term, City is responsible for complying with the rules and regulations attached hereto as Exhibit A.

6. Insurance. The City has a program of self-insurance for all workers' compensation, general and automobile liability exposures. Accordingly claims made against City are administered through the Risk Management Division as provided for by Florida Statute §768.28.

7. No Leasehold Interest. This Agreement does not create a leasehold interest or tenancy.

8. Notice. All notices under this Agreement shall be in writing and delivered to the parties at the addresses set forth above.

9. Assignment. City may not assign this Agreement without MIASF's prior written consent.

10. Miscellaneous.

a. Joint Preparation. Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language in this Agreement expresses the mutual intent of each party and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one party than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

b. Severability. If any provision of this Agreement, or its application to any person or situation, is deemed invalid or unenforceable for any reason and to any extent, the remainder of this Agreement, or the application of the remainder of the provisions, shall not be affected. Rather, this Agreement is to be enforced to the extent permitted by law. The captions, headings and title of this Agreement are solely for convenience of reference and are not to affect its interpretation. Each covenant, term, condition, obligation or other provision of the Agreement is to be construed as a separate and independent covenant of the party who is bound by or who undertakes it, and each is independent of any other provision of this Agreement, unless otherwise expressly provided. All terms and words used in this Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and other gender, as the context requires.

c. No Waiver of Sovereign Immunity. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

d. No Third-Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. 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 any of the parties based on this Agreement. Nothing herein shall be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

e. Entire Agreement. 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.

f. Governing Law. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement, any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be brought exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. By entering into this Agreement, City and MIA SF hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement or any acts or omissions in relation thereto.

g. Attorney's Fees and Costs. In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees for services rendered in connection with such litigation, including, without limitation, all appellate, bankruptcy and post-judgment proceedings.

h. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same agreement. Signatures, initials, documents referenced in this Agreement, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding.

i. Scrutinized Companies. Subject to Odebrecht Construction, Inc., v. Prasad, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," MIA SF certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum

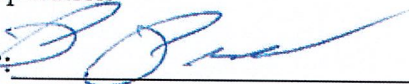
Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), as may be amended or revised, and that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2020), as may be amended or revised. The CITY may terminate this Agreement at the CITY's option if MIA SF is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2020), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), as may be amended or revised, or is engaged in a boycott of Israeli has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2020), as may be amended or revised.

j. Anti-Human Trafficking. As a condition precedent to the effectiveness of this Agreement, MIA SF shall provide CITY with an affidavit signed by an officer or a representative of MIA SF under penalty of perjury attesting that MIA SF does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

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IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date first above written.

**MARINE INDUSTRIES
ASSOCIATION OF SOUTH
FLORIDA, INC.**, a Florida not for profit
corporation

By: 
Philip Purcell, President/CEO

Signed and delivered in the presence of:

WITNESSES:

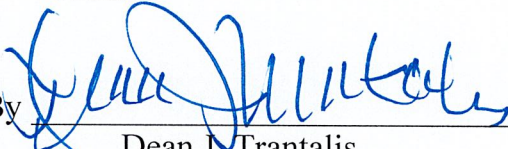
CITY OF FORT LAUDERDALE, a
municipality of the State of
Florida



Witness Signature

Carol Mitchell

Print Witness Name

By 

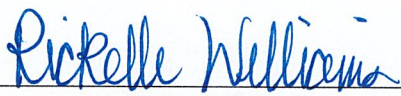
Dean J. Trantalis,
Mayor



Witness Signature

Andrew Diaz

Print Witness Name


By 

Rickelle Williams
City Manager

(SEAL)

APPROVED AS TO FORM AND
CORRECTNESS:

D'Wayne Spence, Interim City Attorney

By: 

Shaun N. Amarnani, Assistant City
Attorney

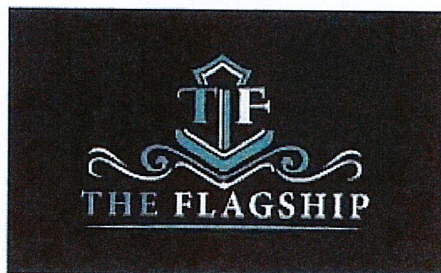
ATTEST:



David R. Soloman, City Clerk



**EXHIBIT A
RULES AND REGULATIONS**



THE FLAGSHIP ROOM

221 Southwest Third Avenue
Fort Lauderdale, Florida 33312
Phone: 954-524-2733
Email: info@miasf.org

1. City is responsible for:
 - a. Restoring the Flagship Room to its pre-event condition.
 - b. Tidy the room so it's in good order before departure—cleaning of any spills on the floor or markings of any kind on the walls.
 - c. Ensure all trash is placed in the provided receptacles before leaving.
 - d. Ensure anything stored in the kitchen is removed from the counters and refrigerator/freezer before leaving.
 - e. A City employee must be on the premises from the beginning to the end of the hearing.
2. Tables, chairs, and any other objects must be lifted, rather than dragged across the floors, to prevent damage.
3. Ensure all windows and doors are secured and locked before exiting.
4. The City is responsible for best practices, and extreme care must be taken of any floors and walls, including the elevator. Any damage caused will be identified, repaired, and billed to the City.
5. Items placed on marble floors must have protective bases.
6. The Flagship Room artwork and MIASF lobby furniture are to remain in place. No items are to be affixed to walls or ceilings anywhere in the building.
7. The Flagship Room is a non-smoking facility. Smoking is not permitted on MIASF premises.

8. No cell phone use in the lobby or common areas of the building; we request that calls be taken outside.

9. Only MIA SF personnel are to have access to the administrative offices, as well as all storage rooms.

10. Downstairs bathrooms are not for public use.

11. Complimentary MIA SF parking on the north side of the building is available to City employees only.