



GSA Southeast Sunbelt Region

June 16, 2022

Ben Rogers
Director, Transportation & Mobility
City of Fort Lauderdale
100 N Andrews Ave
Fort Lauderdale, FL 33301

Subject: Exchange of Ground Lease for Construction Services
New U.S. Federal Courthouse, Fort Lauderdale, Florida

Dear Mr. Rogers:

The purpose of this Letter of Intent is to summarize the basis upon which the Parties will endeavor to negotiate the terms and conditions of the Exchange consistent with this Letter of Intent and the Term Sheet, attached hereto as Exhibit A and incorporated herein by reference. Any capitalized term in this Letter of Intent that is not defined herein will have the meaning ascribed to it in the Term Sheet.

1. Non-Binding Agreement. This Letter of Intent is merely a statement of mutual intention at this time to conduct further negotiations consistent with the terms and conditions set forth herein, it is understood that the proposed Exchange is subject to further negotiation by the Parties and the review and approval thereof by their respective counsel and oversight authorities. It is further understood that neither this Letter of Intent nor any course of conduct by any Party prior to or subsequent to the date hereof will (i) constitute an obligation or commitment of any Party to enter into an Exchange, (ii) give rise to any obligation to enter upon or consummate the transaction contemplated herein or (iii) create any binding obligation whatsoever, except as explicitly stated herein. The provisions set forth in section 2, below, are the only binding provisions in this Letter of Intent. Unless otherwise explicitly stated in section 2, the provisions in section 2 will be enforceable by the Parties only until this Letter of Intent is terminated as provided in section 3, below, or is superseded by the Exchange (or other written agreement) between the Parties, if any.

2. Binding Terms.

A. Costs and Expenses. Each Party will bear its own costs and expenses payable to any person or entity retained by it in connection with this Letter of Intent or the Exchange.

B. Good Faith. Each Party agrees to negotiate in good faith.

C. Return of Documents. In the event the City has received any Confidential Information from GSA pertaining to the Exchange, and subsequently the Exchange is not executed for any reason, the City will promptly return all such materials to GSA. This provision survives termination of the Letter of Intent.

3. Termination. If the Parties fail to execute this Letter of Intent by a date that is 60 days from the date hereof, then this Letter of Intent will terminate automatically without the need for any further documentation unless the Parties agree, in writing, to extend the term. In addition, any Party may terminate this Letter of Intent prior to the full execution and delivery of the Exchange by delivering written notice of such termination to the other Party. Such termination will be effective upon receipt of said notice.

4. Miscellaneous Terms.

A. Notices. All notices and other communications arising under this Letter of Intent must be in writing and must be furnished by hand delivery; by United States certified mail, postage prepaid, return receipt requested; or by nationally available overnight next business day courier, charges prepaid, signature of recipient required, in each instance; if to GSA to William Landers and, if to the City to Chris Lagerbloom, at the addresses set forth immediately below. Either Party may change the notice address set forth below by serving five days prior written notice upon the other Party. Any such notice will be duly given upon the date it is delivered to the addresses (or, if delivery is refused, the date when delivery was first attempted) shown below:

the City:

Chris Lagerbloom
City Manager
City of Fort Lauderdale
1100 N. Andrews Avenue
Fort Lauderdale, FL 33301

With a Copy to:

Ben Rogers
Director, Transportation & Mobility
City of Fort Lauderdale
290 NE Third Avenue
Fort Lauderdale, FL 33301

U.S. General Services Administration
Public Building Service
77 Forsyth Street SW, Atlanta, GA 30303
www.gsa.gov

GSA:

Neil Landers
National Real Property Acquisition Program Manager
U.S. General Services Administration
Office of Portfolio Management & Customer Engagement
1609 Churchill Lane
Mansfield, Texas 76063


B. Modification. This Letter of Intent may be modified or amended only by written, mutual agreement of the Parties.

C. Governing Law. This Letter of Intent and any resulting Exchange to which GSA is a Party will be governed by applicable Federal law, and to the extent that no Federal law applies to the issue in question, then by the laws of the State of Florida. In the event of a conflict of laws in any matter involving GSA or the interests of the United States, Federal law will prevail. Nothing in this Letter of Intent or the Exchange will be deemed to waive the sovereign rights or legal defenses of the United States nor subject GSA or the United States to the jurisdiction of any State court. Nothing in this Letter of Intent shall be deemed a waiver of sovereign immunity in the favor of the City.

D. Counterparts. This Letter of Intent may be executed in counterparts, each of which will be deemed a duplicate original.

In summary, we believe that the terms set forth in this Letter of Intent are fair, equitable and consistent with our previous discussions. We are prepared to meet with you at your earliest convenience to resolve any outstanding issues. If the foregoing is acceptable, please so indicate by signing on the line provided below and returning a copy of this Letter of Intent to my attention. Your prompt attention to this matter is appreciated and we look forward to hearing from you soon.

Sincerely,

DocuSigned by:

98969F5F03B8469...

Kevin J. Kerns
Regional Commissioner
GSA, Southeast Sunbelt Region
Public Buildings Service

U.S. General Services Administration
Public Building Service
77 Forsyth Street SW, Atlanta, GA 30303
www.gsa.gov

AGREED AND ACCEPTED:

CHRISTOPHER J. LAGERBLOOM

City (printed name)

[Signature]

Signature

Attachment

Exhibit A

7/8/22

Date

CITY MANAGER

Title



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

1L

Today's Date: 7/6/2022

DOCUMENT TITLE: Letter of Intent for Proposed Exchange Agreement with US Government General Services Administration

COMM. MTG. DATE: 7/5/22 CAM #: 22-0410 ITEM #: R-8 CAM attached: ☒ YES ☐ NO/

Routing Origin: CAO Router Name/Ext: Sonia/ x-5598 Action Summary attached: ☒ YES ☐ NO

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) Dept: Public Works Router Name/Ext: Gina Rizzuti-Smith # of originals routed: 1 Date to CAO: 7/6/22

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 1

Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☒ YES ☐ NO

Date to CCO: 7/7/22

Lynn Solomon
Attorney's Name

[Signature]
Initials

3) City Clerk's Office: # of originals: 1 Routed to: Donna V./Aimee L./CMO Date: 07/07/22

4) City Manager's Office: CMO LOG #: 2014 Document received from: _____

Assigned to: CHRIS LAGERBLOOM ☐ TARLESHA SMITH ☐ GREG CHAVARRIA ☐
CHRIS LAGERBLOOM as CRA Executive Director ☐

☐ APPROVED FOR C. LAGERBLOOM'S SIGNATURE ☐ N/A FOR C. LAGERBLOOM TO SIGN

PER ACM: T. Smith (Initial/Date) PER ACM: G. Chavarria (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 1 originals to ☐ Mayor ☒ CCO Date: 7-8-22

5) Mayor/CRA Chairman: Please sign as indicated. Forward _____ originals to CCO for attestation/City seal (as applicable) Date: _____

6) City Clerk: Forward _____ originals to CAO for FINAL APPROVAL Date: _____

7) CAO forwards _____ originals to CCO Date: _____

1x 07/11/22

8) City Clerk: Scan original and forwards 1 originals to: Sonia Sierra / CAO / X-5598

Attach _____ certified Reso # _____ ☐ YES ☐ NO

Original Route form to Sonia ext. 5598

Rev. 9/9/2020