REINSTATEMENT AND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF FORT LAUDERDALE

This Reinstatement and Amendment ("Reinstatement and Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and the City of Fort Lauderdale, Florida, a municipal corporation of the State of Florida ("City") (each, a "Party" and collectively referred to as the "Parties").

RECITALS

A. The Parties entered into an Agreement for the City to use County-owned property for temporary construction staging and parking for the benefit of the Fort Lauderdale Police Headquarters, dated June 21, 2023 (the "Agreement").

B. The term of the Agreement expired on December 20, 2024.

C. The Parties now desire to enter into this Reinstatement and Amendment, extending the term of the Agreement to December 31, 2026.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Reinstatement and Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. The effective date of this Reinstatement and Amendment shall be the date of complete execution by the Parties.

3. Amendments to the Agreement made pursuant to this Reinstatement and Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

4. The Agreement is reinstated retroactive to December 20, 2024.

5. Section 5 of the Agreement is amended as follows:

> 5. Term. This Agreement begins on the date it is fully executed by the Parties ("Commencement Date") and continues ~~for one (1) year ("Initial Term"),~~ through December 31, 2026. ~~unless otherwise terminated or extended as provided in this Agreement. County may renew this Agreement for one (1) additional six (6) month term upon the same terms and conditions as set forth in this Agreement (an "Extension Term") by giving notice to City at least thirty (30) days prior to the end of the Initial Term. The Broward County Administrator ("County Administrator") is authorized to exercise this renewal option. The Initial Term and the Extension Term, are collectively referred to as the "Term."~~

6. Section 6 of the Agreement is amended as follows:

6. Termination. This Agreement may be terminated by:

6.1. either Party with at least thirty (30) days advance written notice to the other Party;

6.2. the Broward County Administrator (“County Administrator”) upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator ~~("County Administrator")~~ determines that termination is necessary to protect the public health, safety, or welfare. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement, except that notice of termination by the County Administrator to protect the public, health, safety, or welfare may be oral notice that shall be promptly confirmed in writing; and

6.3. County in the event City is in breach of this Agreement and has not corrected said breach within five (5) days after receipt of written notice from County identifying the breach.

7. In the event of any conflict or ambiguity between this Reinstatement and Amendment and the Agreement, the Parties agree that this Reinstatement and Amendment shall control. The Agreement, as amended herein by this Reinstatement and Amendment, 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 hereof that are not contained in the Agreement as amended in this Reinstatement and Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

8. Preparation of this Reinstatement and Amendment has been a joint effort of the Parties 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.

9. City acknowledges that through the date this Reinstatement and Amendment is executed by City, City has no claims or disputes against County with respect to any of the matters covered by the Agreement.

10. This Reinstatement and Amendment may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2026, (Agenda Item No. ___), and CITY OF FORT LAUDERDALE, signing by and through its Mayor, duly authorized to execute same.

COUNTY

ATTEST:

_____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of Commissioners

BROWARD COUNTY, by and through its
Board of County Commissioners

By _____
Mayor

_____ day of _____, 2026

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, FL 33301
Telephone: (954) 357-7600

By _____
Sunnaz Toreihi (Date)
Assistant County Attorney

By _____
Annika E. Ashton (Date)
Deputy County Attorney

ST/sr
Broward County and City of Fort Lauderdale – Reinstatement and Amendment
1/7/2026
iManage#1208836

REINSTATEMENT AND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF FORT LAUDERDALE

CITY OF FORT LAUDERDALE

ATTEST:

By: _____
David R. Soloman, City Clerk

(SEAL)

CITY OF FORT LAUDERDALE, a Florida municipal corporation

By: _____
Dean J. Trantalis, Mayor-Commissioner

____ day of _____, 2026

By: _____
Rickelle Williams, City Manager

____ day of _____, 2026

APPROVED AS TO FORM AND CORRECTNESS:
Shari L. McCartney, City Attorney

By: _____
Lynn Solomon, Esq.
Assistant City Attorney

____ day of _____, 2026