

**AGREEMENT BETWEEN THE CITY OF FORT LAUDERDALE
AND SUNRISE TOWER ASSOCIATION (Fort Lauderdale), INC.**

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made in duplicate, this 15th day of May, 2020, by and between the **CITY OF FORT LAUDERDALE**, a municipal corporation existing under the laws of the State of Florida, (hereinafter referred to as "City"), and **SUNRISE TOWER ASSOCIATION (Fort Lauderdale), INC.**, a Florida not-for-profit corporation authorized to do business in the State of Florida (hereinafter referred to as "Association") whose Federal I.D. # is 59-1622186.

RECITALS

WHEREAS, the City has been providing water and wastewater services to the Association and its unit owners for many years, pursuant to certain Easements recorded in Official Records Book 2199, Page 942 and Official Records Book 8061, Page 261 of the Public Records of Broward County, Florida; and

WHEREAS, due to the passage of time, it has become increasingly necessary to replace the existing forcemain underneath the Association's parking lot and for the City to secure an additional utilities easement from the Association in order to install the forcemain; and

WHEREAS the City acknowledges that the necessary construction will cause temporary disruption and inconvenience to the unit owners for a period of time; and

WHEREAS, the Association is willing to execute and deliver the necessary utilities easement to the City, provided the City repairs any damages cause by the construction and installs certain improvements located on the property of the Association to be provided by the City.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein the parties agree as follows:

TERMS

1. **RECITALS.** The Recitals set forth above are hereby incorporated into this Agreement and made a part hereof for reference.
2. **THE EASEMENT.** For and in consideration of the Improvements (as hereafter defined) to be made by the City as set forth in Section 3 of this Agreement, the Association agrees to duly execute and deliver to the City the Utilities Easement attached hereto as **Exhibit "A"** and incorporated herein by reference. (hereinafter referred to as "Easement").
3. **IMPROVEMENTS.** For and in consideration of the agreement of the Association to execute and deliver to the City the Easement, the City agrees to install the following Improvements on the property of the Association, at its sole cost and expense:

- A. Replacement of the forcemain;
- B. Re-engineer the catch basin and install a tidal valve in the north parking lot;
- C. Repave the north parking lot;

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D. Minimize standing water in three (3) parking stalls adjacent to the north parking lot, which may include regrading and paving to direct water to nearby drainage structures or permeable areas, and/or adding drains;

E. Minimize standing water located at the front of the building, which may include regrading and repaving to direct standing water to nearby drainage structures or permeable areas;

F. Restore to the existing or better condition: the landscaping, irrigation, curbs, sidewalks, etc. in any areas of the Association which are damaged as a result of the City's installation of the Improvements.

5. **CONSTRUCTION SCHEDULE.** The parties agree that the City expects to begin construction in March, 2020 and the entire project will take approximately seven (7) months to complete. However, the work directly impacting the Association is expected to take four (4) weeks, during which the City will install the directional drill, install the tidal valve and perform the grading and paving of the affected areas. Notwithstanding those anticipated construction times, the Association is not entitled to any damages or other remuneration in the event the City is unable to complete the installation of the Improvements as set forth in this Paragraph 5.

6. **JURISDICTION, VENUE AND WAIVER OF JURY TRIAL.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the Seventeenth Judicial Circuit in and for 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, ASSOCIATION AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28, Florida Statutes.

7. **NOTICES.** All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified or registered mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified or registered mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

If to the City:	Chris Lagerbloom, City Manager 100 North Andrews Avenue Fort Lauderdale, FL 33301	With a copy to: Alain Boileau, City Attorney 100 North Andrews Avenue Fort Lauderdale, FL. 33301
If to the Association:	Sunrise Tower Association, Inc. 888 Intracoastal Drive Fort Lauderdale, FL	

8. **CONFLICTING PROVISIONS.** The terms and conditions in this Agreement shall supersede and take priority over any inconsistent or conflicting provisions that are contained in any other document, including but not limited to Exhibit "A".

9. **MISCELLANEOUS.**

A. In the event any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless be binding upon the parties with the same effect as though the void or unenforceable provisions had been severed and deleted.

B. This Agreement may be executed in multiple identical counterparts, each of which shall be deemed an original for all purposes.

C. This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof, and it shall supersede all previous and contemporaneous oral and written negotiations, commitments, agreements and understandings relating hereto.

D. Any modification of this Agreement shall be effective only if in writing and signed by the parties to this Agreement.

E. No waiver of any provision of this Agreement shall be valid or enforceable unless such waiver is in writing and signed by the party granting such waiver.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS]

WITNESSES:

Lynette McIntosh
Lynette McIntosh
[Witness print or type name]

Donna Varisco
Donna Varisco
[Witness print or type name]

(CORPORATE SEAL)



CITY OF FORT LAUDERDALE

By: [Signature]
Dean J. Trantalis, Mayor

By: [Signature]
Christopher J. Lagerbloom, ICMA-CM,
City Manager

ATTEST:

By: [Signature]
Jeffrey A. Modarelli, City Clerk

APPROVED AS TO FORM:
Alain E. Boileau, City Attorney

By: [Signature]
James Broko, Assistant City Attorney

WITNESS:

[Signature]
Donald B. Bittler
[Witness print or type name]

SUNRISE TOWER ASSOCIATION
(Fort Lauderdale), INC.

By: [Signature]
Print Name: Susan T Rogers
Title: Association President



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

12L
3/15/2020

Today's Date: 3/12/2020

DOCUMENT TITLE: Agreement between COFL and Sunrise Tower Association, (Fort Lauderdale), Inc.

COMM. MTG. DATE: 03/3/20 CAM #: 20-0220 ITEM #: R-2 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: Sonia/x5598 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: D Fisher x5850 # of originals routed: 2 Date to CAO: 5/20/2019

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

Is attached Granicus document Final? ☒ YES ☐ NO

Approved as to Form: ☒ YES ☐ NO

Date to CCO: 3/17/20

JAMES BRAKO
Attorney's Name

JH
Initials

3) City Clerk's Office: # of originals: 2 Routed to: MJ Matthews/CMO/x5364 Date: 3/17/2020

4) City Manager's Office: CMO LOG #: Mar-60 Document received from: CCO

Assigned to: CHRIS LAGERBLOOM ☒ ROBERT HERNANDEZ ☐ ASHLEY BOXER ☐ TARLESHA SMITH ☐
CHRIS LAGERBLOOM as CRA Executive Director ☐

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

PER DCM: R. HERNANDEZ (Initial/Date) PER ACM: A. Boxer (Initial/Date)

PER ACM: T. Smith (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 1 originals to ☒ Mayor ☐ CCO Date: _____

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: _____

8) City Clerk: Scan original and forwards 1 originals to: Public Works, Daniel Fisher Ext. 5850

Please scan a copy to ssierra@fortlauderdale.gov.
Attach _____ certified Reso # _____ ☐ YES ☒ NO Original Route form to Sonia Sierra- CAO

CAO# 19-0956
Rev. 1/27/2020