

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, AUTHORIZING THE EXECUTION OF A SUBLICENSE AGREEMENT BETWEEN BROWARD COUNTY, FLORIDA, AND THE CITY OF FORT LAUDERDALE, FLORIDA, FOR PROPERTY LOCATED AT 1799 SE 17TH STREET, FORT LAUDERDALE, FLORIDA, FOR A PERIOD OF SIXTY (60) MONTHS PLUS ANY EXTENSIONS; AND DELEGATING AUTHORITY TO THE CITY MANAGER TO EXECUTE THE SUBLICENSE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is recommended the City Commission of the City of Fort Lauderdale, Florida, approves a Sublicense Agreement with Broward County, Florida, for a term of five (5) years for property located at 1700 SE 17th Street, Fort Lauderdale, Florida, for a total rent amount of \$76,225.00 for sixty (60) months for City Building Services Division; and

WHEREAS, renovation and expansion of the Broward County Convention Center is a multi-year construction project currently managed by Balfour Beatty Construction, LLC; and

WHEREAS, Broward County officials approached the City Building Services Division within the Department of Sustainable Development (DSD) to request assistance in coordinating the various permitting activities related to the Broward County Convention Center; and

WHEREAS, the Sublicense Agreement will permit City staff to expedite expansion of the Broward County Convention Center which is vital to the City's tourism economy; and

WHEREAS, the Sublicense Agreement is proposed for a term of five (5) years, along with five (5) one (1) year renewal periods with an annual rental of \$15,245.10 per year.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. That the City Commission of the City of Fort Lauderdale, Florida, hereby approves the Sublicense Agreement, in substantially the form attached hereto. The City Manager is hereby authorized to execute the Sublicense Agreement, provided the County Commissioners

of Broward County, Florida, approve and authorize execution of a License Agreement between Broward County, Florida and Balfour Beatty Construction, LLC.

SECTION 2. That the office of the City Attorney shall review and approve as to form all documents prior to their execution by the City Manager.

SECTION 3. That this Resolution shall be in full force and effect upon final passage.

ADOPTED this _____ day of _____, 2021.

Mayor
DEAN J. TRANTALIS

ATTEST:

City Clerk
JEFFREY A. MODARELLI

SUBLICENSE AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF FORT LAUDERDALE

This Sublicense Agreement (“Agreement”) between Broward County, a political subdivision of the State of Florida, whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 (“County”), and City of Fort Lauderdale, a Florida municipal corporation, whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301 (“City”), is entered into and effective as of the date this Agreement is fully executed by the Parties (“Effective Date”). County and City are hereinafter referred to collectively as the “Parties,” and individually referred to as a “Party.”

RECITALS

- A. County owns the property and improvements located at 1950 Eisenhower Boulevard, Fort Lauderdale, Florida 33316, on which is located, *inter alia*, the Broward County Convention Center and related improvements (“County Property”).
- B. County licenses certain premises located at 1799 SE 17th Street, Fort Lauderdale, Florida 33316 (“Licensed Premises”).
- C. City requires a sublicense from County to access and use a portion of the Licensed Premises to conduct certain functions related to the County Property.
- D. County is willing to grant City a sublicense to access and use the Sublicensed Premises, as specifically defined in Section 1 below, pursuant to the terms and conditions stated in this Agreement.

AGREEMENT

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

1. Description of Sublicensed Premises.

County hereby grants to City the right, license, privilege, and permission to utilize the portions of the Licensed Premises more particularly described on the attached **Exhibit A** (“Sublicensed Premises”).

2. Term; Fee.

2.1 The term of this Agreement shall be effective for five (5) years commencing on the Effective Date (“Initial Term”), unless the underlying lease agreement for the Contractor Property as defined in the certain License Agreement between Balfour Beatty Construction, LLC and County is terminated, in which event this Agreement shall be terminated. The

Parties shall have the option to renew the Agreement for up to five (5) successive period(s) of one (1) year each (each 1-year extension shall be referred to as an "Extension Term"), which option shall be deemed to have automatically exercised unless and until City provides written notice of its intent not to extend at least thirty (30) calendar days prior to the commencement of an Extension Term. Each Extension Term shall be on the same terms and conditions as provided in this Agreement for the Initial Term. The Initial Term, and each Extension Term exercised by City, are collectively referred to in this Agreement as the "Term."

2.2 On the Effective Date and on each anniversary of the Effective Date until termination, City shall pay to County an annual license fee of Fifteen Thousand Two Hundred Forty-Five Dollars and Ten Cents (\$15,245.10). Such payment shall be made without demand or invoice from County at the address provided in the "Notices" section of this Agreement. In the event that the City sublicenses the Sublicensed Premises for less than the entire calendar year, any fee payable pursuant to this section shall be prorated in accordance with the number of days in such calendar year during which the City sublicenses the Sublicensed Premises. The County shall refund the City the prorated amount of the annual license fee in the event that this Agreement is terminated prior to the completion of a complete calendar year and City made full payment of the annual license fee for such calendar year.

3. Use of Sublicensed Premises.

3.1 City may use and occupy the Sublicensed Premises to operate an office facility conducting plan review and inspection related to the County Property ("Permitted Use"). County will permit City and its employees, agents, members, visitors, and invitees to have reasonable access to the Sublicensed Premises for certain purposes related to the Permitted Use of the Sublicensed Premises. The Sublicensed Premises shall not be used for any other purpose whatsoever without County's prior written consent.

3.2 City covenants that it will not, without County's prior written consent, permit the Licensed Premises to be used or accessed by any person, firm, entity, or corporation other than City and its employees, agents, members, visitors, and invitees.

3.3 In connection with the City's Permitted Use of the Sublicensed Premises, City covenants that City and its employees, agents, members, visitors, and invitees shall not (i) commit any waste, nuisance, or hazardous trade or occupation on, in, or upon the Licensed Premises; (ii) take any action, or keep anything in or about the Licensed Premises, that will increase the risk of any hazard, fire, or catastrophe; (iii) damage the Licensed Premises; and (iv) use or occupy the Licensed Premises in any

manner that will violate any laws or regulations of any governmental authority.

3.4 County reserves the right to, at any time throughout the term of this Agreement, prescribe additional rules regarding the Permitted Use of the Sublicensed Premises as the County deems necessary for the appropriate operation and preservation of the safety and care of the Sublicensed Premises.

4. Alterations and Improvements.

City may not make any alteration, adjustment, partition, addition, or improvement to the Sublicensed Premises or any part thereof without obtaining County's prior written consent. All requests by City shall be in writing and shall contain all pertinent plans and specifications.

5. Assignment or Encumbrances.

Neither this Agreement nor any right or interest herein may be assigned, transferred, or encumbered by City. If City violates this section, County shall have the right to immediately terminate this Agreement.

6. Inspections.

County, and its agents, and any authorized employee of said agents, may enter upon the Sublicensed Premises to determine if City is using the Sublicensed Premises in accordance with the terms of this Agreement.

7. Indemnification.

Subject to the statutory limitations on liability as set forth in Section 768.28, Florida Statutes, and without waiving its sovereign immunity, City shall at all times hereafter indemnify, hold harmless and defend County and all of County's current and former officers, agents, servants, and employees (collectively and individually "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of City, its current or former officers, employees, agents, members, acting within the course and scope of their employment or authority, visitors, invitees, or servants, arising from, relating to, or in connection with this Agreement. In the event any Claim is brought against an Indemnified Party, City shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified

Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

8. Insurance.

8.1 Nothing herein is intended to serve as a waiver of sovereign immunity by County or City. City is a governmental entity and is fully responsible for the negligent or wrongful acts and omissions of its agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes.

8.2 Within five (5) calendar days after request by County, City must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If City holds any excess liability coverage, City must ensure that Broward County is named as an additional insured and certificate holder under such excess liability policy and provide evidence of same to County.

8.3 If City maintains broader coverage or higher limits than the minimum coverage required under Florida law, County shall be entitled to such broader coverage and higher limits on a primary and non-contributory basis.

8.4 The foregoing requirements shall apply to City's self-insurance, if any.

8.5 County reserves the right to periodically review any and all insurance policies required by this Agreement and to reasonably adjust the limits and/or types of coverage required herein, from time to time throughout the term of this Agreement.

9. City's Property on the Sublicensed Premises.

9.1 The City may place its personal property ("City's Property") on the Sublicensed Premises. The City's Property shall belong to the City and shall be maintained and used on the Sublicensed Premises at the City's sole risk and obligation. The County shall not be liable for any damage to the City's Property or any theft, misappropriation, or loss thereof, except in the event of the gross negligence or willful misconduct of the County, its agents or its employees. Nothing herein shall be deemed, construed, or asserted as the County waiving its sovereign immunity or waiving any limits established by Section 768.28, Florida Statutes.

9.2 County shall have no liability or responsibility whatsoever for the City's Property and the property of the City's employees, agents, volunteers, subcontractors, visitors, and invitees that was placed upon or

located within the Sublicensed Premises during the term of this Agreement.

9.3 Upon the expiration or termination of this Agreement, City shall remove all of City's Property from the Sublicensed Premises. If any of the City's Property is not removed from the Sublicensed Premises within sixty (60) calendar days after the expiration or termination of this Agreement ("Removal Period"), such property shall be deemed the property of the County without further liability to the City. Notwithstanding the preceding sentences, the City may, upon obtaining the prior written approval of the County, have additional time to remove the City's Property from the Sublicensed Premises after the Removal Period.

10. Damage of Sublicensed Premises/Licensed Premises.

10.1 City shall keep the Sublicensed Premises in good structural repair and in compliance with all applicable laws, ordinances, orders, or regulations of any federal, state, County, or municipal authority now or hereafter in effect.

10.2 City shall repair any damage of any kind or nature to the Licensed Premises and property located thereon caused by City or its employees, agents, members, visitors, and invitees.

10.3 City shall give County prompt written notice, in compliance with the "Notices" section of this Agreement, of any occurrence, incident, or accident occurring on the Licensed Premises as a result of this Agreement. City shall also immediately notify County's on-site security staff if any damages should occur to the Licensed Premises.

11. Termination.

This Agreement may be terminated for convenience either by the County or City. Termination for convenience by County or City shall be effective on the termination date stated in the written notice provided by County or City, which termination date shall be not less than thirty (30) days after the date of such written notice. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement.

12. County Administrator.

The County Administrator or its designee is authorized to exercise County's rights and obligations under this Agreement, including, but not limited to, giving written consent to City's requests when necessary, terminating or renewing this Agreement, and temporarily suspending City's use and access of the Sublicensed Premises. The County Administrator is defined as the

administrative head of County pursuant to Sections 3.02 and 3.03 of the Broward County Charter. The County Administrator shall also serve as the Contract Administrator of this Agreement and may act on behalf of County under this Agreement to give consent or provide notice to the City when necessary, or to exercise the Renewal Term.

13. Amendments.

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

14. Notices.

Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by nationally recognized commercial express carrier with acknowledgement of delivery, addressed to the Party for whom it is intended at the place last specified. The addresses for notice shall remain as set forth herein unless and until changed by providing written notice of such change.

To County:

County Administrator
Broward County Governmental Center, Room 409
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email: bhenry@broward.org

With copies to:

Real Property Section
Broward County Governmental Center, Room 501
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email: lmahoney@broward.org

To City:

City of Fort Lauderdale
Building Official
700 NW 19th Avenue
Fort Lauderdale, Florida 33311
Email: jtravers@fortlauderdale.gov

15. Third-Party Beneficiaries.

Neither City nor County intends 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 right or claim against either of them based upon this Agreement.

16. Compliance with Laws.

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

17. Entire Agreement.

This Agreement constitutes the entire agreement between the Parties with respect to its subject matter. It may not be modified or terminated except as provided in this Agreement. If any provision is deemed invalid by a court of competent jurisdiction, it shall be considered severed from this Agreement, and such severance shall not invalidate the remaining provisions.

18. Joint Preparation.

This Agreement has been jointly prepared by the Parties and will not be construed more strictly against either Party.

19. Interpretation.

The headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement include the other gender, and the singular includes the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section of this Agreement, such reference is to the section as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection.

20. Severability.

In the event that any part of this Agreement is found to be unenforceable by a court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

21. Priority of Provisions.

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any Exhibit attached hereto or referenced or incorporated herein and any provision in this Agreement, the provisions contained in this Agreement shall prevail and be given effect.

22. Jurisdiction, Venue, Waiver of Jury Trial.

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be 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 COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

23. Prior Agreements.

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

24. Acknowledgment of Authority.

Each individual executing this Agreement on behalf of a Party hereto represents and warrants that he or she is, on the date of execution, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

25. Multiple Originals; Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same agreement.

26. Radon Gas.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Broward County Public Health Unit.

[SIGNATURE PAGES AND EXHIBIT FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__ (Agenda Item # __), and the CITY OF FORT LAUDERDALE, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

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

By: _____
Mayor

_____ day of _____, 20_____.

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

By: _____
Christina A. Blythe (Date)
Assistant County Attorney

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

SUBLICENSE AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF FORT LAUDERDALE

ATTEST:

CITY OF FORT LAUDERDALE,
a Florida municipal corporation

By: _____
Dean J. Trantalis, Mayor

Jeffrey A. Modarelli, City Clerk

(SEAL)

____day of _____, 20__.

Christopher J. Lagerbloom, ICMA-CM
City Manager

APPROVED AS TO FORM:

By: _____
Lynn Solomon, Esq.,
Asst. City Attorney

EXHIBIT A
Sublicensed Premises

Third Floor

321 will be delivered in
the current and as is condition.



Tenant Improvements to this crosshatched area are as listed in the
Grasshopper's Property Services proposal