

City of Fort Lauderdale

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Meeting Minutes

Tuesday, September 21, 2021

6:00 PM

City Commission Chambers

100 North Andrews Avenue, Fort Lauderdale, FL 33301

City Commission Regular Meeting

FORT LAUDERDALE CITY COMMISSION

DEAN J. TRANTALIS Mayor

HEATHER MORAITIS Vice Mayor - Commissioner - District I

STEVEN GLASSMAN Commissioner - District II

ROBERT L. McKINZIE Commissioner - District III

BEN SORENSEN Commissioner - District IV

CHRIS LAGERBLOOM, City Manager

JOHN HERBST, City Auditor

JEFFREY A. MODARELLI, City Clerk

ALAIN E. BOILEAU, City Attorney

CALL TO ORDER

Mayor Trantalis called the meeting to order at 7:41 p.m.

MEETING ANNOUNCEMENT

Mayor Trantalis announced details regarding how members of the public view and can participate in this meeting.

Pledge of Allegiance

Mayor Dean J. Trantalis

ROLL CALL

Present: 5 - Commissioner Steven Glassman, Commissioner Robert L. McKinzie (arrived at 7:52 p.m.) Commissioner Ben Sorensen (participated via communications technology), Vice Mayor Heather Moraitis and Mayor Dean J. Trantalis

QUORUM ESTABLISHED

Also Present: City Manager Chris Lagerbloom, City Clerk Jeffrey A. Modarelli, City Attorney Alain E. Boileau and City Auditor John Herbst

AGENDA ANNOUNCEMENTS

Mayor Trantalis announced the following revisions to the published Agenda:

CM-5 Revision to the Resource Impact Statement in the Memorandum

CR-5 Revision to Exhibit 1 - Exhibits A and Exhibit B added to pages 14 and 15

R-3 Revision to the Resource Impact Section of the Memorandum

A copy of each is attached to these minutes.

Approval of MINUTES and Agenda

[21-0915](#)

Minutes for September 8, 2021 Special Meeting - First Budget Hearing - (Commission Districts 1, 2, 3 and 4)

Commissioner Glassman noted a scriveners error.

Commissioner Glassman made a motion to approve this item as

amended and was seconded by Commissioner Sorensen.

APPROVED AS AMENDED

Aye: 4 - Commissioner Glassman, Commissioner Sorensen, Vice Mayor Moraitis and Mayor Trantalis

Not Present: 1 - Commissioner McKinzie

PRESENTATIONS

PRES- [21-0889](#)

1

Commissioner Sorensen will present a Proclamation declaring September 21, 2021 as Rowdy Gifford Homelessness Awareness Day in the City of Fort Lauderdale

Mayor Trantalis announced individuals accepting the Proclamation on behalf of Rowdy Gifford in recognition of his service efforts for the homeless, Jeanne Albaugh, Bob Albaugh, Michael Wright, Carlos Joffre, Kristi Messer, Sara Wagner, Jodi Sweat and Karen Pintado.

Commissioner Sorensen presented a Proclamation declaring *September 21, 2021 as Rowdy Gifford Homelessness Awareness Day in the City of Fort Lauderdale*, reading the Proclamation in its entirety.

PRESENTED

PRES- [21-0939](#)

2

Commissioner Sorensen will recognize the Fort Lauderdale Community Emergency Response Team (CERT) for being named the 2021 Florida CERT Team of the Year

Commissioner Sorensen presented a Proclamation declaring *September 21, 2021 Community Emergency Response Team (CERT) Day in the City of Fort Lauderdale*, recognizing their award as *2021 Florida CERT Team of the Year* at the *2021 Florida CERT Conference*, reading the Proclamation in its entirety.

CERT Team members accepting the Proclamation included Jose Arauz, Villy Benardi, Greg Dahlke, Monica Gray, Meg Hooper, Steve Klamm, Linda Lorr, Erica Lowther, McLaughlin Marie, Mark Miller, Rose-Marie Smith and Ricki Witte.

PRESENTED

PRES- [21-0890](#)

3

Chief Rhoda Mae Kerr will recognize Fort Lauderdale Fire-Rescue - Ocean Rescue accomplishments at the US Lifesaving Association Nationals Competition

Fire-Rescue Chief Rhoda Mae Kerr recognized the *Fort Lauderdale Fire-Rescue - Ocean Rescue (Ocean Rescue)* participants for their

achievements at the *US Lifesaving Association Nationals Competition (Competition)*.

Those Ocean Rescue participants included Fire-Rescue Department Beach Patrol Lieutenant Mitch McCrady, Beach Lifeguard Casey Francis, Beach Lifeguard Philip McCrady and Fire-Rescue Department Ocean Rescue Chief Alexandre O'connor.

Chief Kerr expounded on *Competition* details and individual achievements of each Ocean Rescue team member.

PRESENTED

PRES- [21-0892](#)
4

Winterfest, Inc. will recognize Sergeant Todd Mills for his dedication to the Winter Fest Boat Parade Event

Winterfest, Inc. representatives Lisa Scott-Founds, Dawn Diehl and Kathy Keleher recognized and thanked Fort Lauderdale Police Department Sergeant Todd Mills for his dedication to annual *Winterfest* events.

Lisa Scott-Founds expounded on the liaison, coordination and innovative efforts of Sergeant Mills towards the success of *Winterfest*. She presented an *Award of Excellence to Sergeant Mills* for his service and dedication.

PRESENTED

CONSENT AGENDA PUBLIC COMMENT

Mayor Trantalis explained procedures and details regarding how members of the public could speak on Consent Agenda items.

CONSENT AGENDA

Mayor Trantalis announced the following Consent Agenda items had been pulled by Commission Members for separate discussion:

CM-1 - Commissioner Glassman

CONSENT MOTION

Approval of the Consent Agenda

Commissioner McKinzie made a motion to approve this item and was seconded by Commissioner Sorensen.

Approve the Consent Agenda

Aye: 5 - Commissioner Glassman, Commissioner McKinzie, Commissioner Sorensen, Vice Mayor Moraitis and Mayor Trantalis

CM-1 [21-0864](#)

Motion Approving an Event Agreement for Chantell Ghosh Birthday Party - (Commission District 2)

In response to Commissioner Glassman's questions regarding private events held on the Las Olas Garage rooftop at no charge, City Manager Lagerbloom explained when it was put to the market with a fee, it was not receiving any use. The goal was to activate this venue. This event is before the Commission because it is a private event serving alcohol at a public venue. There is no blanket fee policy for all public venues.

Phil Thornburg, Parks and Recreation Director, explained the outdoor event application process details and said there are no specific fees for public venues. He cited aspects of numerous types of events approved administratively or presented to the Commission for approval. Other cities' policies regarding charging for public venue use vary.

Commissioner Glassman made a motion to approve this item and was seconded by Vice Mayor Moraitis.

APPROVED

Aye: 5 - Commissioner Glassman, Commissioner McKinzie, Commissioner Sorensen, Vice Mayor Moraitis and Mayor Trantalis

CM-2 [21-0865](#)

Motion Approving Event Agreements and Related Road Closures for the Merrill Lynch Presents the 10th Annual Fast & Furious 5000 Bull Run and the 10th Annual Fort Lauderdale Turkey Trot - (Commission Districts 2 and 4)

APPROVED

Aye: 5 - Commissioner Glassman, Commissioner McKinzie, Commissioner Sorensen, Vice Mayor Moraitis and Mayor Trantalis

CM-3 [21-0848](#)

Motion Authorizing the City Manager to Commence Negotiations with Midgard Group Inc. for the Development of Lot 20/21 in the Airport Industrial Park at Fort Lauderdale Executive Airport - (Commission District 1)

APPROVED

Aye: 5 - Commissioner Glassman, Commissioner McKinzie, Commissioner Sorensen, Vice Mayor Moraitis and Mayor Trantalis

CM-4 [21-0906](#)

Motion Approving the City of Fort Lauderdale's Fire Rescue Department's Participation in the Supplemental Payment Program for Medicaid Managed Care Patients with the State of Florida's Agency

for Health Care Administration - (Commission Districts 1, 2, 3 and 4)

APPROVED

Aye: 5 - Commissioner Glassman, Commissioner McKinzie, Commissioner Sorensen, Vice Mayor Moraitis and Mayor Trantalis

CM-5 [21-0850](#)

Motion Approving Acceptance of a Donation from Mr. Frederick Brodsky - \$10,000 - (Commission District 2)

APPROVED

Aye: 5 - Commissioner Glassman, Commissioner McKinzie, Commissioner Sorensen, Vice Mayor Moraitis and Mayor Trantalis

CONSENT RESOLUTION

CR-1 [21-0936](#)

Resolution Supporting and Authorizing Settlement of the Bankruptcy Cases for Purdue Pharma and Mallinckrodt Related to the Opioid Multi-District Litigation - (Commission Districts 1, 2, 3 and 4)

ADOPTED

Aye: 5 - Commissioner Glassman, Commissioner McKinzie, Commissioner Sorensen, Vice Mayor Moraitis and Mayor Trantalis

CR-2 [21-0940](#)

Resolution Authorizing the City Manager to Execute a Florida Memorandum of Understanding That Sets Forth a Framework of a Unified Plan for the Proposed Allocation and Use of Opioid Settlement Proceeds and Any Formal Agreements Implementing a Unified Plan for the Allocation and Use of Opioid Settlement Proceeds - (Commission Districts 1, 2, 3 and 4)

ADOPTED

Aye: 5 - Commissioner Glassman, Commissioner McKinzie, Commissioner Sorensen, Vice Mayor Moraitis and Mayor Trantalis

CR-3 [21-0867](#)

Resolution Approving Submittal of an Application to the Florida Department of Transportation Florida Beautification Grant Program to Install New Landscaping in the Medians on Broward Boulevard between NW 15th Avenue and NW 2nd Avenue - (Commission Districts 2 and 3)

ADOPTED

Aye: 5 - Commissioner Glassman, Commissioner McKinzie, Commissioner Sorensen, Vice Mayor Moraitis and Mayor Trantalis

CR-4 [21-0833](#)

Resolution Supporting Broward County and Florida East Coast Railway (FEC) Collaborative Roadway Reconfiguration Project to

Enhance Pedestrian and Vehicular Safety - (Commission District 2)

ADOPTED

Aye: 5 - Commissioner Glassman, Commissioner McKinzie, Commissioner Sorensen, Vice Mayor Moraitis and Mayor Trantalis

CR-5 [21-0793](#)

Resolution Rescinding Resolution No. 21-46, and Approving a Fiscal Year 2021 Not For Profit Grant Participation Agreement with The Stranahan House, Inc., and an Escrow Agreement with The Stranahan House, Inc., and Rogers, Morris & Ziegler LLP - \$100,000 - (Commission Districts 1, 2, 3 and 4)

ADOPTED

Aye: 5 - Commissioner Glassman, Commissioner McKinzie, Commissioner Sorensen, Vice Mayor Moraitis and Mayor Trantalis

CONSENT PURCHASE**CP-1** [21-0224](#)

Motion Approving Contract Amendment No. 1 for Gunshot Detection, Location and Forensic Analysis Service - ShotSpotter, Inc. - \$85,800 - (Commission Districts 2 and 3)

APPROVED

Aye: 5 - Commissioner Glassman, Commissioner McKinzie, Commissioner Sorensen, Vice Mayor Moraitis and Mayor Trantalis

CP-2 [21-0677](#)

Motion Approving Agreements for State Legislative and Executive Branch Representative Services - Capital City Consulting, L.L.C.; Ericks Consultants, Inc.; Ronald L. Book, P.A.; Rubin, Turnbull & Associates, Inc. - \$630,000- (Commission Districts 1, 2, 3 and 4)

APPROVED

Aye: 5 - Commissioner Glassman, Commissioner McKinzie, Commissioner Sorensen, Vice Mayor Moraitis and Mayor Trantalis

CP-3 [21-0683](#)

Motion Approving Agreement for Proprietary Purchase of Annual Maintenance and Support Agreement for Motorola 800 MHz P25 Trunked Radio System's Equipment, Two-way Subscriber Radios, SUA, P1-CAD Interface, Components and Accessories - Motorola Solutions Inc. - \$558,403. - (Commission Districts 1, 2, 3 and 4)

APPROVED

Aye: 5 - Commissioner Glassman, Commissioner McKinzie, Commissioner Sorensen, Vice Mayor Moraitis and Mayor Trantalis

CP-4 [21-0712](#)

Motion Approving Agreement for Taxiway Intersection Improvement

Project at Fort Lauderdale Executive Airport - General Asphalt Company, Inc. - \$2,548,551.89 - (Commission District 1)

APPROVED

Aye: 5 - Commissioner Glassman, Commissioner McKinzie, Commissioner Sorensen, Vice Mayor Moraitis and Mayor Trantalis

CP-5 [21-0732](#)

Motion Approving Purchase of Elevator Repair Services for River Walk Center Garage and the Transportation & Mobility Building - Maverick United Elevator LLC - \$285,400 - (Commission Districts 2 and 4)

APPROVED

Aye: 5 - Commissioner Glassman, Commissioner McKinzie, Commissioner Sorensen, Vice Mayor Moraitis and Mayor Trantalis

MOTIONS

M-1 [21-0863](#)

Motion Approving an Application for Temporary Beach License, Outdoor Event Agreement, and Extended Road Closures with Greater Fort Lauderdale Pride, Inc. for Pride Fort Lauderdale Parade and Festival, a Two-Day Event on Fort Lauderdale Beach - (Commissions Districts 2 and 4)

Commissioner Glassman made a motion to approve this item and was seconded by Commissioner Sorensen.

APPROVED

Aye: 5 - Commissioner Glassman, Commissioner McKinzie, Commissioner Sorensen, Vice Mayor Moraitis and Mayor Trantalis

M-2 [21-0866](#)

Motion Approving an Event Agreement and Music Exemption with Archdiocese of Miami, Inc. for St. Jerome Catholic Church and School Fall Festival 2021 - (Commission District 4)

Commissioner Sorensen made a motion to approve this item and was seconded by Commissioner Glassman.

APPROVED

Aye: 5 - Commissioner Glassman, Commissioner McKinzie, Commissioner Sorensen, Vice Mayor Moraitis and Mayor Trantalis

M-3 [21-0868](#)

Motion Approving Event Agreements and Extended Road Closures Beyond 10:00am on the Barrier Island with Wildside Foundation, Inc. for the 8th Annual Fort Lauderdale Jingle Bell Jog and the 15th Annual Fort Lauderdale 13.1 Half MARATHON AND 10K - (Commission Districts 2 and 4)

Commissioner Glassman made a motion to approve this item and was seconded by Commissioner Sorensen.

APPROVED

Aye: 5 - Commissioner Glassman, Commissioner McKinzie, Commissioner Sorensen, Vice Mayor Moraitis and Mayor Trantalis

M-4 [21-0888](#)

Motion for Discussion - City Commission Request for Review - RK Center Mixed-Use Parcel 1 (Searstown Parcel) - Case No. PLN-SITE-19120001 - 901 N. Federal Highway - (Commission District 2)

Mayor Trantalis explained these discussions address Agenda Items M-3, M-4, and M-5.

Commissioner Glassman commented on approved Site Plan Level 1 or Site Plan Level 2 items called up by a Commission Member. He discussed language related to an error in Staff findings that would allow the Commission to adopt a motion to set a De Novo hearing. The current threshold is different from the original language when they began the process.

Commissioner Glassman said he has been discussing this project with the applicant for two (2) years. The applicant is not grandfathered in under the original language though they began the project when the old, more restrictive language was in effect. City Attorney Boileau said it is a procedural issue and the call-up is occurring now under the new standard.

City Attorney Boileau explained if the Commission granted a De Novo Hearing within sixty (60) days, the prior code language would apply to project specifications and requirements for modifications and amendments to site plans. The applicant was not grandfathered in for the procedural call-up.

Commissioner Glassman explained details of discussions with the applicant regarding this project, and all questions were satisfied.

Due to the significance of this project, the public should have an opportunity to hear information about the project. He expounded on his perspective regarding public input on development in this area. Commissioner Glassman confirmed his request for the applicant to obtain feedback from the neighborhoods, citing examples.

Commissioner Glassman commented on a virtual meeting and input from the *Florida Department of Transportation (FDOT)* regarding changes to

Sunrise Boulevard at Federal Highway and requested input from the applicant regarding how traffic concerns would be addressed. The applicant would be addressing area infrastructure as noted in the backup to this Agenda Item.

Commissioner Glassman requested input from the Public Works Department regarding infrastructure.

Commissioner Glassman expressed his optimistic view of this development meeting all criteria. He agreed with Staff Analysis and cited examples.

Mayor Trantalis explained items M-4, M-5 and M-6 are on the Agenda to decide the following:

(1) whether or not the new project is in an area that, due to characteristics of the project and the surrounding area, requires additional review to ensure that development standards and criteria have been met;

(2) that the area surrounding the development is protected from the impacts of the development.

If the Commission determines these two (2) criteria need further examination, the call-up would require scheduling a De Novo Hearing. At that time, the applicant would have an opportunity to make a full presentation. The Commission would decide whether the project would go forward as submitted.

In response to Commissioner Glassman's questions regarding the FDOT proposal and impact on the site and any changes to site ingress and egress, Courtney Crush, Esq., on behalf of the applicant, addressed these questions and narrated a project slide presentation.

A copy has been made part of the backup to this Agenda item.

Ms. Crush confirmed coordination among Transportation and Mobility Staff, FDOT and the applicant's traffic consultant. She explained modifications to site ingress and egress. There will be two (2) turn lanes on Federal Highway/U.S. Route 1 (U.S. 1). FDOT plans to add a third southbound turn lane. The applicant is dedicating a turn lane as the only point of ingress or egress for the project on U.S. 1.

Ms. Crush commented on eliminating existing conflicting ingress and egress points on the site. Mayor Trantalis inquired about the impact on traffic flow by eliminating those ingress and egress points. Ms. Crush

explained a dedicated turn lane and other vehicular travel lane modifications. Further comment and discussion ensued.

The applicant's traffic consultant explained aspects of existing traffic lanes when traveling eastbound on Sunrise Boulevard and the addition of a proposed two hundred fifty foot (250') right-turn lane. Mayor Trantalis commented on his perspective regarding the traffic plan impact on traffic flow. The consultant explained his viewpoint. *FDOT* modifications include an additional traffic lane and addressed operational issues. Further comment and discussion ensued on proposed traffic modifications to improve roadway traffic movement and access to the proposed project.

In response to Commissioner Glassman's questions, Ms. Crush noted an additional dedicated turn lane at NE 9th Street. She confirmed deliberate efforts to reduce vehicular activity throughout the property and cited examples indicated in the slide diagram.

Commissioner Sorensen commented on his understanding of the traffic flow diagram and access to the project.

Ms. Crush commented on accessing the project heading east on Sunrise Boulevard by heading south on NE 3rd Avenue.

Commissioner Glassman said traffic signalization would address traffic heading east on Sunrise Boulevard. Mayor Trantalis pointed out the need to learn from past mistakes and cited Trader Joe's located on Federal Highway an example. Ms. Crush confirmed the need to plan correctly and discussed efforts to design safe traffic flow included in the recommended traffic study.

Mayor Trantalis discussed concerns related to projects creating traffic "*bottlenecks*". Commissioner Glassman commented on his viewpoint regarding the examples cited by Mayor Trantalis. Mayor Trantalis noted the significant traffic count associated with this project. Commissioner Glassman agreed.

Commissioner Glassman noted the infrastructure improvements to be addressed by the applicant. He commented on the need for input from Public Works Department Staff regarding infrastructure condition and capacity requirements, and all infrastructure connections to the site.

Commissioner Glassman said no public participation is required on this project because it is a Site Plan Level 2. He commented on the need to revisit this going forward. Commissioner Glassman acknowledged the

applicant's public participation efforts though not required.

Ms. Crush commented on the green portion of the diagram noted by Mayor Trantalis and Commissioner Sorensen. She believes may be owned by FDOT and this is being verified. Mayor Trantalis explained his understanding of ownership of the green portion of the property included in the diagram. Further comment and discussion ensued.

Commissioner Sorensen commented on his perspective regarding the diagram and the ability for traffic to merge more fully into traffic. Ms. Crush said she would ask the traffic engineer. Commissioner Sorensen provided additional comments regarding traffic.

Alan Dodd, Public Works Department Director, explained the infrastructure analysis addressed water and wastewater. Water infrastructure is sufficient and meets capacity for the additional 1,192,000 gallons per day. Wastewater would increase by 1,450,000 gallons per day. Wastewater infrastructure is not adequate to meet the system's current capacity. Necessary improvements include increasing 2,290 linear feet of gravity main on NE 5th Street from a ten-inch (10") pipe to a fourteen-inch (14") pipe and increasing 600 linear feet of gravity main on NE 6th Street from a fifteen-inch (15") pipe to an eighteen inch (18") pipe.

The area is served by the A21 Pump Station that cannot handle additional flows. A new A24 Pump Station, scheduled for completion by December 2022, is in the *Community Investment Plan (CIP)* and will provide capacity for this development and others planned in the future.

In response to Mayor Trantalis' question, Mr. Dodd confirmed there is capacity at the water treatment plant and the permitted capacity for wastewater is 48,000,000 per day. It is currently operating at approximately 40,650,000 per day.

In response to Commissioner Glassman's question, Mr. Dodd confirmed with the completion of the A24 Pump Station, he is comfortable with the condition and capacity of the infrastructure that includes what is being replaced in the immediate vicinity and what the applicant is replacing on-site.

In response to Mayor Trantalis' question, Commissioner Glassman explained the reasons for calling up this item, including the project's significance and magnitude and the project being the entrance to Flagler Village. He does not have objections to this item. In the vein of being as transparent as possible, he called this item up. This type of project

should be brought to the public's attention, and the Commission should have the ability to ask questions.

Commissioner Sorensen concurred with Commissioner Glassman's comments regarding the call up of this item. Commissioner Sorensen commented on the slide diagram illustrating the most congested portion of Sunrise Boulevard. He requested input regarding traffic points three (3) and fifteen (15) shown in the diagram.

Ms. Crush explained Point 3 is projected to improve the level of service by 2028 with all improvements. The project has minimal impact at Point 15, the intersection of Sunrise Boulevard and NE 15th Street. Ms. Crush said background traffic was factored in at Point 15.

In response to Commissioner Sorensen's questions regarding a traffic signal on Sunrise Boulevard at the southeast turn heading south, Ms. Crush said there is no traffic signal, commented on proposed details and would clarify with *FDOT*. City Manager Lagerbloom commented on his perspective. The applicant's traffic consultant confirmed a stop sign on *FDOT* plans. *FDOT* is evaluating signalization. Ms. Crush confirmed she would inquire with *FDOT* regarding cutting the bulb-out to have a smooth turn into the new lane.

Commissioner McKinzie commented on his perspective and understanding. Ms. Crush clarified the two turning lanes into the project are at two (2) locations, one from the north and one from the south.

Mayor Trantalis remarked on his concern for evening rush-hour commuters who reside at the project traveling east on Sunrise Boulevard from Interstate 95 attempting to enter the development. He noted the need for a dedicated lane and explained related details.

Commissioner McKinzie explained his perspective regarding Mayor Trantalis' comments and area traffic. Further comment and discussion ensued on local access to and from adjacent two-lane roads surrounding the site.

In response to Mayor Trantalis' question regarding estimated traffic counts this project would generate during peak hours, Ben Rogers, Transportation and Mobility Department Director, explained details of the process. The City hires a third-party traffic engineer, Kimley-Horn and Associates, Inc. (Kimley-Horn), to review the information provided by the developer. The traffic engineer reviews that information and provides feedback to Staff.

Mr. Rogers explained trip information. Net impact of new trips is as follows: three thousand one hundred (3,100) per day - four hundred fifty (450) trips per hour a.m. and one hundred thirty (130) trips per hour p.m. Mr. Rogers noted these calculations represent the difference between proposed trips less existing trips.

In response to Mayor Trantalis, Mr. Rogers confirmed the proposed trips anticipated per day are eleven thousand (11,000) trips per day for the site. Peak hour trips are six hundred seventy nine (679) in the a.m. and apply to all three (3) parcels combined.

Mayor Trantalis remarked on concerns regarding whether the weight and intensity of this development can be sustained by surface infrastructure and cited examples.

Commissioner McKinzie commented on his perspective regarding cars entering and exiting these residential developments and cited examples. Further comment and discussion ensued.

In response to City Attorney Boileau's comments that these discussions should be saved for a De Novo Hearing, Mayor Trantalis said these discussions address De Novo hearing criteria.

Omar Kannan, Kimley-Horn, explained details of traffic capacity and how this development will impact the area. He confirmed the traffic volumes discussed are accurate. Trips were distributed on the roadway network, and the fifteen (15) plus intersections were based on City standards. The delay results presented by the applicant are accurate.

In response to Mayor Trantalis' questions, Mr. Kannan said the project does not significantly impact any adjacent intersections. He attributes this to the number of driveways and possible ways in and out of the project. They are not magnified at a single intersection or a single movement. Mr. Kannan said he does not think eight hundred (800) cars per hour will impact traffic during rush hour.

Mayor Trantalis and Commissioner McKinzie commented on their perspectives. Mayor Trantalis noted traffic is the number one concern of residents in neighborhood surveys. Further comment and discussion ensued.

Commissioner Glassman said he spoke to neighbors in every neighborhood in and around the site along the Sunrise Boulevard corridor and heard no issues and has not received any emails. Mayor Trantalis confirmed he could share emails received. Further comment

and discussion ensued.

Commissioner Glassman noted the conversation this evening would be the same conversation in a De Novo Hearing. He commented on the significance that no members of the public attending this meeting and voicing concerns. Commissioner Glassman expounded on his viewpoint. Further comment and discussion ensued.

Vice Mayor Moraitis discussed her viewpoint and concurred there are traffic concerns around the City. She avoids this intersection and is hopeful adding a lane will improve conditions.

Commissioner Sorensen remarked on the need to promote multimodal traffic solutions and signalization.

Mayor Trantalis commented on his viewpoint.

In response to Mayor Trantalis' question regarding procedural details, City Attorney Boileau said since no motion was made for a De Novo Hearing, the meeting should move forward.

NO ACTION TAKEN

M-5 [21-0896](#)

Motion for Discussion - City Commission Request for Review - RK Center Mixed-Use Parcel 2 - Case No. PLN-SITE-19120002 - 550 NE 9th Street - (Commission District 2)

See M-4 discussion.

NO ACTION TAKEN

M-6 [21-0897](#)

Motion for Discussion - City Commission Request for Review - RK Center Residences - Parcel 3- PLN-SITE-19120003 - 450 NE 9th Street - (Commission District 2)

See M-4 discussion.

NO ACTION TAKEN

RESOLUTIONS

R-1 [21-0898](#)

Appointment of Board and Committee Members - (Commission Districts 1, 2, 3 and 4)

City Clerk Jeffrey Modarelli read the names of the Board and Committee nominees for appointment and or reappointment at the October 5, 2021 Commission Regular Meeting.

City Clerk Modarelli read into the record the names of Board and Committee appointments and or reappointments for Agenda item R-1.

Commissioner Glassman introduced this Resolution which was read by title only.

ADOPTED

Aye: 5 - Commissioner Glassman, Commissioner McKinzie, Commissioner Sorensen, Vice Mayor Moraitis and Mayor Trantalis

R-2 [21-0877](#)

Quasi-Judicial Resolution for an Alternative Design of a 12-Story Mixed-Use and Mixed-Income Development with Ground Floor Commercial Space Deviating from the Downtown Master Plan Standards for Minimum Building Tower Setback and Maximum Floorplate Size Requirements - Related FAT Village, LLC - 600 North Andrews Avenue - Case No. UDP - S21013 - (Commission District 2)

Anyone wishing to speak must be sworn in. Commission will announce any site visits, communications or expert opinions received and make them part of the record.

Each Commission Member disclosed verbal communications, written communications, site visits and expert opinions received.

Mayor Trantalis opened the public hearing.

In response to Mayor Trantalis' request, Anthony Fajardo, Department of Sustainable Development Director, explained this deviates from *Unified Land Development Regulations (ULDR)* requirements based on it being an Affordable Housing project. The *ULDR* was changed to allow these deviations as part of the process. The Commission would be approving the deviations as well as the project.

Mayor Trantalis recognized Robert Lochrie, Esq., Lochrie and Chakas P. A., on behalf of the applicant. Mr. Lochrie summarized the project and setback modifications.

Mr. Lochrie explained the details of the building step-back waiver along Sistrunk Boulevard. In response to Mayor Trantalis' question, Mr. Lochrie said the step-back waiver would not limit landscaping around the building and is double what is required.

Mr. Lochrie explained the second waiver involves the floor plate, one (1) tower versus two (2) towers, by joining two (2) towers at a corner at the corner of Andrews Avenue and Sistrunk Boulevard and allows the building of the project to be affordable.

There being no one else wishing to speak on this item, Commissioner Glassman made a motion to close the public hearing, which was seconded by Commissioner McKinzie. Roll call showed: AYES: Commissioner Glassman, Commissioner McKinzie, Commissioner Sorensen, Vice Mayor Moraitis, and Mayor Trantalis

Commissioner Glassman introduced this Resolution approving the alternative design for this project which was read by title only.

ADOPTED - Approving

Aye: 5 - Commissioner Glassman, Commissioner McKinzie, Commissioner Sorensen, Vice Mayor Moraitis and Mayor Trantalis

R-3 [21-0905](#)

Resolution Approving the Fifth Amendment to the Ground Lease Agreement with Las Olas SMI, LLC ("Suntex") for City-owned Property Located at 240 East Las Olas Circle - (Commission District 2)

Mayor Trantalis recognized Robert Lochrie, Esq., Lochrie and Chakas, on behalf of the applicant. Mr. Lochrie confirmed all State of Florida, Broward County and City permits are in place. The only outstanding permit is from the *U.S. Army Corps of Engineers (USACE)*. Following issuance of the *USACE* permit, construction of a new Lift Station will begin. When the new Lift Station is completed, the old Lift Station will be removed and the dig would begin. Construction will commence immediately after this year's *Boat Show*.

Commissioner Glassman introduced this Resolution which was read by title only.

ADOPTED

Aye: 5 - Commissioner Glassman, Commissioner McKinzie, Commissioner Sorensen, Vice Mayor Moraitis and Mayor Trantalis

R-4 [21-0917](#)

City Auditor Annual Performance Review and Merit Adjustment - (Commission Districts 1, 2, 3 and 4)

In response to Mayor Trantalis' question, City Manager Lagerbloom said three percent (3%) is the customary amount of a merit salary increase.

Commissioner Glassman introduced this Resolution adopting a three percent (3%) merit salary increase for City Auditor John Herbst which was read by title only.

ADOPTED - 3 percent Merit Salary Increase

Aye: 5 - Commissioner Glassman, Commissioner McKinzie, Commissioner Sorensen, Vice Mayor Moraitis and Mayor Trantalis

ORDINANCE FIRST READING

OFR-1 [21-0777](#) Quasi-Judicial Ordinance Amending the City of Fort Lauderdale Unified Land Development Regulations (ULDR); Section 47-24, Development Permit and Procedures, Providing for Approval Process for Development Utilizing Flexibility Rules; and Amending Section 47-28, Density and Flexibility Rules, Establishing Intent and Purpose, Amending Definitions, and Amending Applicability - Case No. UDP-T21003 - (Commission District 1, 2, 3 and 4)

Anyone wishing to speak must be sworn in. Commission will announce any site visits, communications or expert opinions received and make them part of the record.

Each Commission Member disclosed verbal communications, written communications, site visits and expert opinions received.

Mayor Trantalis opened the public hearing.

There being no one wishing to speak on this item, Commissioner Sorensen made a motion to close the public hearing which was seconded by Commissioner Glassman. Roll call showed: AYES: Commissioner Glassman, Commissioner McKinzie, Commissioner Sorensen, Vice Mayor Moraitis, and Mayor Trantalis

Commissioner Glassman introduced this Ordinance for the First Reading which was read by title only.

PASSED FIRST READING

Aye: 5 - Commissioner Glassman, Commissioner McKinzie, Commissioner Sorensen, Vice Mayor Moraitis and Mayor Trantalis

ORDINANCE SECOND READING

OSR-1 [21-0854](#) Second Reading- Ordinance Amending the Pay Plan of the City of Fort Lauderdale, Florida by Amending the Non-Bargaining Compensation Table and Schedule VI Providing a One and One-Half Percent General Wage Increase Effective October 3, 2021 - (Commission Districts 1, 2, 3 and 4)

Commissioner Glassman introduced this Ordinance for the Second

Reading which was read by title only.

ADOPTED ON SECOND READING

Aye: 5 - Commissioner Glassman, Commissioner McKinzie, Commissioner Sorensen, Vice Mayor Moraitis and Mayor Trantalis

OSR-2 [21-0886](#)

Second Reading - Quasi-Judicial - Ordinance Approving a Request for Application of Prior Zoning Regulation of the Intracoastal Overlook Area District and an Associated Site Plan Level IV Development Permit for a 65-Unit Residential Development known as "Olakino House" - Bayshore Concepts, LLC - Case No. UDP-S20009 - (Commission District 2)

Anyone wishing to speak must be sworn in. Commission will announce any site visits, communications or expert opinions received and make them part of the record.

Each Commission Member disclosed verbal communications, written communications, site visits and expert opinions received.

Mayor Trantalis opened the public hearing.

There being no one wishing to speak on this item, Commissioner McKinzie made a motion to close the public hearing which was seconded by Commissioner Glassman. Roll call showed: AYES: Commissioner Glassman, Commissioner McKinzie, Commissioner Sorensen, Vice Mayor Moraitis, and Mayor Trantalis

Commissioner Glassman introduced this Ordinance for the Second Reading which was read by title only.

ADOPTED ON SECOND READING

Aye: 5 - Commissioner Glassman, Commissioner McKinzie, Commissioner Sorensen, Vice Mayor Moraitis and Mayor Trantalis

ADJOURNMENT

Mayor Trantalis adjourned the Regular Commission meeting at 9:33 p.m.

RECONVENING OF REGULAR MEETING

21-1037

WALK-ON - Motion to extend the meeting to 10:30 p.m.

Mayor Trantalis requested a motion to extend the meeting.

Commissioner McKinzie made a motion to extend the meeting until

10:30 p.m. and was seconded by Commissioner Glassman.

APPROVED

Aye: 5 - Commissioner Glassman, Commissioner McKinzie, Commissioner Sorensen, Vice Mayor Moraitis and Mayor Trantalis

ADJOURNMENT

Mayor Trantalis adjourned the Regular Commission meeting at 9:58 p.m. and reconvened the Conference Meeting.

Dean J. Trantalis
Mayor

ATTEST:


Jeffrey A. Modarelli
City Clerk



**CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING**

#21-0850

TO: Honorable Mayor & Members of the
Fort Lauderdale City Commission

FROM: Chris Lagerbloom, ICMA-CM, City Manager 

DATE: September 21, 2021

TITLE: **REVISED CM-5** - Motion Approving Acceptance of a Donation from Mr. Frederick Brodsky - \$10,000 - **(Commission District 2)**

Recommendation

Staff Recommends the City Commission approve a motion authorizing the proper City officials to accept a donation of \$10,000 from Mr. Frederick Brodsky to purchase artwork for the new police station project and to execute any documents required to accept the donation.

Background

Mr. Frederick Brodsky contacted the Fort Lauderdale Police Department and expressed his desire to donate \$10,000 for artwork for the new police station project. Mr. Brodsky asked that his donation be used specifically for artwork to honor fallen Fort Lauderdale police officers as well as to recognize distinguished police officers.

Resource Impact

This action will result in a positive fiscal impact in the amount of \$10,000, ~~which will be appropriated to the accounts below and will be contingent upon the approval of the October Consolidated Budget Amendment CAM #21-0602.~~

Funding Request Type

Source:

Funds available as of September 14, 2021					
ACCOUNT NUMBER	INDEX NAME (Program)	CHARACTER CODE/ SUB-OBJECT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
001-219/220001	PS Bldg Hero Wall Donation F Brodsky	N/A	\$0	\$0	\$10,000
TOTAL AMOUNT →					\$10,000

Strategic Connections

This item is a 2021 Commission Priority, advancing the Safety initiative.

This item supports the *Press Play Fort Lauderdale 2024* Strategic Plan, specifically advancing:

- The Public Safety Focus Area
- Goal 6: Build a safe and well-prepared community.
- Objective: Prevent and solve crime in all neighborhoods.

This item advances the *Fast Forward Fort Lauderdale 2035* Vision Plan: We Are Community.

Attachment

Exhibit 1 – Email from Mr. Frederick Brodsky

Prepared by: Lieutenant Adam Solomon, Police Department

Department Director: Larry Sciroto, Chief of Police

**CITY OF FORT LAUDERDALE
FY 2021 NOT FOR PROFIT GRANT PARTICIPATION AGREEMENT**

THIS CITY OF FORT LAUDERDALE FY 2021 NOT FOR PROFIT GRANT PARTICIPATION AGREEMENT, ("Agreement"), made and entered into this 21st day of September, 2021, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose principal address is 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301, and The Stranahan House, Inc., a Florida not for profit corporation, ("Stranahan House" or "Participant" or "Organization" or "Contractor"), whose principal place of business is 335 Southeast 6th Avenue, Fort Lauderdale, Florida, 33301.

WHEREAS, the mission of the Historic Stranahan House Museum is to tell the story of the birth of the Fort Lauderdale community through the lives of Frank Stranahan, who is credited as Fort Lauderdale's founding father, and his wife Ivy Cromartie Stranahan, the area's first school teacher, and the homestead they created, and to serve as an enduring legacy for historic preservation; and

WHEREAS, the Participant's purpose is to preserve Stranahan House as a museum, historic site and social center for the community; to interpret Stranahan House through appropriate restorations, exhibitions, educational programs and tours; and to promote Stranahan House so that residents and visitors of all ages are aware of their opportunity to learn about the history of the region, thus furthering the social, cultural and historic viability of the community; and

WHEREAS, the Participant is embarking on a capital improvement project to enhance the Stranahan House Museum, which includes construction of a Welcome Center as described in Exhibit A ("Welcome Center"); and

WHEREAS, the City's contribution toward funding construction of a Welcome Center at the Stranahan House Museum is intended to enable the Museum to increase its capacity, enhance security, establish a ticket booth and an expanded gift shop featuring handcrafted items from local craftspeople, and facilitate personalized customer service for guests in order to direct them to museum services, other tourist points of interest, additional cultural venues, and area restaurants and shops, all of which will serve a legitimate public and municipal purpose;

NOW, THEREFORE, the City and Stranahan House agree as follows:

I. SCOPE OF SERVICES

A. The Participant shall use funds provided by the City pursuant to this Agreement ("funds") toward funding construction of the Welcome Center.

B. The funds shall be placed in an escrow account to be held at no charge by the law firm of Rogers, Morris & Ziegler LLP ("escrow account"), and will be distributed following the City's written approval. As a condition of this Agreement, City, Participant, and the escrow agent shall enter into a separate agreement, "Escrow Agreement", detailing the terms and conditions of disbursement of the funds substantially in the form attached as Exhibit B. The Escrow Agreement shall not conflict with the terms and conditions of this Agreement. The City shall not pay for any expenses that are not included in the above scope of services. The Participant shall not use City

grant funds for:

- Profit
- Alcoholic beverages
- Staff salaries
- Staff bonuses
- Lobbying
- Legal services
- Land acquisition
- Membership fees
- Foreign travel
- Staff travel
- Costs due to negligence
- Debt
- Audit services
- Recreational activities
- Receptions
- Fundraising
- Administration
- Luxury items
- Cable or satellite television
- Cellular telephones or services
- Any activity that would violate any applicable law, ordinance, or regulation

C. The City or the City's designee may audit the books, records, and accounts of the Participant that are related to this Agreement. The Participant shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. The Participant shall preserve and make available, at reasonable times for examination and audit by the City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law (Chapter 119, Florida Statutes) and corresponding retention schedules, or for a minimum of three (3) years after expiration or termination of this Agreement, whichever is longer. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. The Participant shall comply with all requirements of the Florida public records law; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by the Participant. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the City's disallowance of funding and recovery of any payment upon such incomplete or incorrect entry.

II. TERM AND TIME OF PERFORMANCE

The term of this Agreement shall be from September 21, 2021, until all funds are disbursed from the escrow account in furtherance of construction of the Welcome Center, but no later than September 30, 2025. The Organization shall have incurred all expenditures of funds that are

reimbursable pursuant to this Agreement on or after October 1, 2020, and before expiration of this Agreement. The effectiveness of this Agreement is subject to and conditioned on the City's budget appropriation to fund this Agreement and the availability of funds. In the event all funds are not disbursed from the escrow account in furtherance of construction of the Welcome Center on or before September 30, 2025, the City and the Participant agree that the escrow agent shall refund the remaining funds to the City on or before October 14, 2025.

III. FINANCIAL REPORTING

Within ninety (90) days after the close of the Organization's fiscal year in which it receives any funds, the Organization shall submit to the City an audited financial statement and summary report, prepared in accordance with generally accepted accounting principles, accounting for the funds received pursuant to this Agreement and reporting on the manner in which they were expended, including a statement that the services provided by the Participant comply with the terms of this Agreement and are aligned with deliverables outlined in the "Scope" of this Agreement. The financial statement and summary report shall be directed to the City as follows:

City Of Fort Lauderdale
Office of Management and Budget
Budget/CIP and Grants Division
101 NE 3rd Avenue, Suite 1400
Fort Lauderdale, FL 33301

IV. FUNDING CAP

The total amount to be paid by the City pursuant to this Agreement shall not exceed \$100,000, subject to and conditioned on the City's annual budget appropriation to fund this Agreement and the availability of funds. The funds will be distributed in one installment of \$100,000 paid into the escrow account.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via U.S. mail (postage prepaid), commercial courier, or personal delivery, or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery.

All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

City
Christopher J. Lagerbloom
City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

Participant
April Kirk
Executive Director
The Stranahan House, Inc.
335 Southeast 6th Avenue
Fort Lauderdale, FL 33301

VI. **GENERAL CONDITIONS**

A. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties or between the Participant's officers, employees, agents, or volunteers, and the City. The Participant shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Participant is an independent contractor.

B. Indemnification

Participant shall protect and defend, counsel being subject to the City's approval, and indemnify and hold harmless the City, and the City's officers, employees, and agents from and against any and all lawsuits, penalties, claims, damages, settlements, judgments, decrees, settlements, costs, charges, and other expenses or liabilities of every kind, sort, or description, including, but not limited to, any award of attorney fees and any award or costs at both the trial and appellate levels, in connection with or arising, directly or indirectly, out of or resulting from the Participant's acts or omissions in Participant's performance or nonperformance of its obligations or services under this Agreement. Without limiting the foregoing, any and all such claims, relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, are included in the indemnity.

C. Amendments

No modification, amendment, or alteration of the terms or conditions contained in this Agreement shall be effective unless contained in a written document executed by the parties hereto with the same formality and of equal dignity herewith, except that the City may, in the City's sole discretion, amend this Agreement to conform with federal, state, or local governmental guidelines or policies, the availability of funds, or for other reasons.

D. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-828- 5002, CITY CLERK'S OFFICE, 100 ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301, PRRCONTRACT@FORTLAUDERDALE.GOV.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2020), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

E. Default

Any of the following events shall constitute an "event of default" pursuant to this Agreement:

1. The Participant fails to perform any covenant or term or condition of this Agreement; or any representation or warranty of the Participant herein or in any other grant documents executed concurrently herewith or made subsequent hereto, shall be found to be inaccurate, untrue or breached.
2. If the Participant files a voluntary petition in bankruptcy or shall be adjudicated as bankrupt or insolvent, or shall file any petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation, wage earner's plan, assignment for the benefit of creditors, receivership, dissolution or similar relief under any present or future federal bankruptcy law or any other present or future applicable federal, state or other local law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Participant for all or any part of the properties of Participant; or if within ten (10) days after commencement of any proceeding against the Participant, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, debtor relief or similar relief under any present or future federal bankruptcy law or any other present or future federal, state or other local law, such

proceeding shall not have been dismissed or stayed on appeal; or if, within ten (10) days after the appointment, without the consent or acquiescence of the Participant, of any trustee, receiver, or liquidator of the Participant, such appointment shall not have been vacated or stayed on appeal or otherwise; or if within ten days after the expiration of any such stay, such appointment shall not have been vacated.

3. Participant's breach, violation, or failure to perform any of the obligations or any of the covenants or conditions set forth in this Agreement.

Upon the occurrence of any event of default, the City shall issue written notice in accordance with Article V and the Participant shall have thirty (30) days within which to cure such default. If Participant fails to cure the default within the thirty (30) days, the City may terminate this Agreement immediately.

- F. If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement not having been held invalid by a court of competent jurisdiction shall remain in full force and effect.
- G. The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.
 1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2021), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
 2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
 3. The City may terminate this Agreement if the Contractor fails to comply with Section 2- 187.
 4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
 5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.
- H. 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," the Contractor 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 the Contractor 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 Israel or 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.

- I. The Participant shall at all times conduct its affairs in accordance with and be in compliance with all applicable laws, ordinances, and regulations.
- J. No modification, amendment or alteration of the terms or conditions contained in this Agreement shall be effective unless contained in a written document executed by the parties hereto with the same formality and of equal dignity herewith. In no event will the Participant be compensated for any work which has not been described in this Agreement or in a separate amendment to this Agreement executed by the parties hereto.
- K. As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Participant, at the Participant's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Participant. The Participant shall provide the CITY a certificate of insurance evidencing such coverage. The Participant's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Participant shall not be interpreted as limiting the Participant's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the CITY's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the CITY, and these coverages, limits, and endorsements may not be relied upon by the Participant for assessing the extent or determining appropriate types and limits of coverage to protect the Participant against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the CITY's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Participant under this Agreement.

The following insurance is required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The CITY and the CITY's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Participant. The coverage shall contain no special limitation on the scope of protection afforded to the CITY or the CITY's officers, employees, and volunteers.

Insurance Certificate Requirements

- a. The Participant shall provide the CITY with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Participant shall provide to the CITY a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Participant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Participant shall provide the CITY with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The CITY reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

f. The CITY shall be named as an Additional Insured on Commercial General Liability policy.

g. The title of the Agreement or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

The Participant has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the CITY as an Additional Insured shall be at the Participant's expense.

If the Participant's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Participant may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Participant's insurance coverage shall be primary insurance as applied to the CITY and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the CITY covering the CITY, the CITY's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Participant that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the CITY, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, the Participant must provide to the CITY confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The CITY reserves the right to review, at any time, coverage forms and limits of the Participant's insurance policies.

The Participant shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Participant's insurance company or companies and the CITY's Risk Management office as soon as practical.

It is the Participant's responsibility to ensure that any and all of the Participant's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall

be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Participant.

- L. In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees.
- M. As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2020), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.
1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
 2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2020), as may be amended or revised, shall terminate the contract with the person or entity.
 3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(2), Florida Statutes (2020), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(2), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.
 4. A contract terminated under Subparagraph 448.095(2)(c)1. or 2., Florida Statutes (2020), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(2)(c), Florida Statutes (2020), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date

on which the contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this section VI.M., including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2020), as may be amended or revised, to include all of the requirements of this section VI.M. in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2020), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2020), as may be amended or revised.

VII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VIII. WAIVER

The parties agree that each requirement, duty and obligation set forth in this Agreement is substantial and important to the formation of this Agreement and, therefore, is a material term. Either party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

IX. ENTIRE AGREEMENT

This Agreement, together with the Escrow Agreement, shall constitute the entire agreement between City and Participant for the use of funds received pursuant to this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Participant with respect to this Agreement. No prior written or contemporaneous oral promises or representations shall be binding. Neither this Agreement nor any interest in this Agreement may be assigned, transferred or encumbered by the Participant without the prior written consent of the City. All representations and warranties made herein regarding the Participant's indemnification obligations and obligations to maintain and allow inspection of records shall survive the termination of this Agreement.

X. GOVERNING LAW: VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, which state and federal courts shall have exclusive jurisdiction over any such lawsuit or legal proceeding.

XI. TERMINATION FOR CONVENIENCE

The CITY has the unqualified and absolute right to terminate this Agreement at any time upon thirty days' written notice by the CITY to the Participant, in which event, the Participant shall be reimbursed for allowable expenses incurred up to the termination date, and the remainder of the escrow account shall be disbursed to the City within thirty days after the termination date. In the event that the Participant abandons this Agreement or causes it to be terminated, the Participant shall indemnify the CITY against any losses pertaining to such termination.

XII. ATTORNEY FEES

In the event that either party brings suit for enforcement of this Agreement, the Participant shall pay the City's attorney fees and costs.

XIII. LEGAL REPRESENTATION

It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

IN WITNESS WHEREOF, the City and the Participant execute this Agreement as follows:

ATTEST:

City of Fort Lauderdale

Jeffrey A. Modarelli, City Clerk

By: _____
Dean J. Trantalis, Mayor

By: _____
Christopher J. Lagerbloom, ICMA-CM
City Manager

Approved as to form:

Assistant City Attorney

WITNESSES:

The Stranahan House, Inc.

Print Name: _____

By: _____
Pat Kublin, President

Print Name: _____

ATTEST:

(Corporate Seal)

Matthew McAloon, Secretary

STATE OF FLORIDA:

COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2021, by Pat Kublin as President for The Stranahan House, Inc., a Florida not for profit corporation.

(SEAL)

Notary Public, State of Florida
(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name
of Notary Public)

Personally Known _____OR Produced Identification _____
Type of Identification Produced: _____



The Historic Stranahan House Museum has served as a Welcome Center for downtown Fort Lauderdale and the beaches for more than three decades – welcoming guests from around the corner and around the world just as Frank and Ivy Stranahan had when they operated the area's first trading post. For many years, the museum has been hidden behind a construction fence and the view to Las Olas Boulevard has been obstructed. With the completion of the Icon building on the adjacent property, Stranahan House will enjoy an unobstructed view from Las Olas for the first time in many years.

The new Welcome Center will be built on the northeast corner of the property with unobstructed access to Las Olas Boulevard, the expanded Riverwalk linear park, and the Water Taxi and Trolley stops.

The fully staffed building will serve as a ticket booth and expanded gift shop, featuring handcrafted items from local craftspeople. The increased sales will help to cover costs of operating the new facility. Staff will be able to offer personalized customer service for guests, directing them to museum services, other tourist points of interest, additional cultural venues, and area restaurants and shops.

The Welcome Center will provide for better accessibility for all guests and create a smooth transition from the front of the House around the entire property, while also increasing security for the historic property by having museum visitors enter and exit through one access point.



WELCOME CENTER



The new Welcome Center will include a ticket window and gift shop to improve access and control of the site while promoting community awareness of the museum.

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "**Agreement**"), is made and entered into as of September 21, 2021, by and among the City of Fort Lauderdale, a Florida municipality (the "**City**"), The Stranahan House, Inc., a Florida not for profit corporation, (the "**Participant**"), and Rogers, Morris & Ziegler LLP, a Florida limited liability partnership, as escrow agent (the "**Escrow Agent**").

WHEREAS, City and Participant have entered into a certain CITY OF FORT LAUDERDALE FY 2021 NOT FOR PROFIT GRANT PARTICIPATION AGREEMENT, dated September 21, 2021, (the "**Grant Participation Agreement**"); and

WHEREAS, the Grant Participation Agreement provides that a grant contribution shall be deposited by City into escrow to be held and distributed by the Escrow Agent in accordance with the terms of this Agreement and the Grant Participation Agreement; and

WHEREAS, the execution and delivery of this Agreement is a condition to the parties' obligations under the Grant Participation Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter set forth, the parties agree as follows:

1. Defined Terms. All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Grant Participation Agreement.

2. Escrow Deposit. City shall deposit a total amount of \$100,000 ("**Escrow Amount**") with the Escrow Agent. The Escrow Amount will be available for reimbursement of certain costs expended toward construction of the Welcome Center as provided in Section I.A. of the Grant Participation Agreement, subject to a written authorization of withdrawal by the City as provided in Section 3(a) of this Agreement.

The Escrow Agent agrees to hold the Escrow Amount in a separate and distinct deposit account insured by the Federal Deposit Insurance Corporation in the name of Rogers, Morris & Ziegler LLP as Escrow Agent, in trust for the City of Fort Lauderdale and The Stranahan House, Inc., (the "**Escrow Account**"), subject to the terms and conditions of this Agreement. The Escrow Amount shall be held as a trust fund and shall not be subject to any lien, attachment, trustee process or any other judicial process of any creditor of any party hereto. The Escrow Agent shall not distribute or release any portion of the Escrow Amount except in accordance with the express terms and conditions of this Agreement.

3. Release of Escrow Amount. The Escrow Amount held pursuant to this Agreement is intended to provide a non-exclusive source of funds for the payment of any amounts which may become payable in respect of the claims and matters described in Section 2 above. Except for tax distributions made pursuant to Section 9, the Escrow Amount shall only be distributed and released as follows:

(a) Participant shall provide City with a written request for a withdrawal of a portion of the Escrow Amount. Upon receipt of Participant's written request for a withdrawal of a portion of the Escrow Amount, City shall have forty-five days to provide a written response approving or denying of the release of funds. If the City denies the withdrawal of a portion of the Escrow Amount, the reasons for denial shall be explicitly stated.

(b) Upon the Escrow Agent's receipt of a joint written instruction signed by City and Participant stating that there has been a determination of the amount of funds to be released pursuant

to Section 3(a) of this Agreement, the Escrow Agent shall promptly, and in any event within ten Business Days of its receipt of that instruction, release to Participant an amount of Escrow Amount from the Escrow Account equal to the amount specified in such instruction.

(c) If the Escrow Amount has not been entirely utilized by Participant on or before expiration or early termination of the Grant Participation Agreement, Escrow Agent shall release the remaining balance of the Escrow Amount to the City within fourteen calendar days of expiration or early termination of the Grant Participation Agreement.

(d) Notwithstanding any other provision in this Agreement to the contrary, the Escrow Agent shall disburse the Escrow Amount or a portion thereof in accordance with a notice from either City or Participant of a final and non-appealable order from a court of competent jurisdiction ordering disbursement of the Escrow Amount or a portion thereof, along with a copy of the order.

4. Inspection Rights and Account Statements. City shall have the right to inspect and obtain copies of the records of the Escrow Agent pertaining to this Agreement and to receive quarterly reports on the status of the Escrow Account.

5. Termination. This Agreement shall terminate when the entire Escrow Account has been distributed in accordance with Section 3 of this Agreement.

6. Conditions to Escrow. The Escrow Agent agrees to hold the Escrow Amount in the Escrow Account and to perform in accordance with the terms and provisions of this Agreement. City and Participant agree that the Escrow Agent does not assume any responsibility for the failure of City or Participant to perform in accordance with the Grant Participation Agreement or this Agreement. The acceptance by the Escrow Agent of its responsibilities hereunder is subject to the following terms and conditions, which the parties hereto agree shall govern and control with respect to the Escrow Agent's rights, duties, liabilities and immunities:

(a) The Escrow Agent shall have only those duties as are specifically provided herein, which shall be deemed purely ministerial in nature, and shall under no circumstance be deemed a fiduciary for any of the other parties to this Agreement.

(b) The Escrow Agent shall be protected in acting upon any written notice, consent, receipt or other paper or document furnished to it, not only as to its due execution and validity and effectiveness of its provisions, but also as to the truth and accuracy of any information therein contained, which the Escrow Agent in good faith believes to be genuine and what it purports to be.

(c) The Escrow Agent shall not be liable for any error of judgment or for any act done or step taken or omitted by it in good faith, or for anything which it may do or refrain from doing in connection herewith, except for its own negligence or willful misconduct.

(d) [Reserved.]

(e) [Reserved.]

(f) In the event that the Escrow Agent shall be uncertain as to its duties or rights hereunder or shall receive instructions, claims or demands from City or Participant which, in its opinion, conflict with any of the provisions of this Agreement, it shall follow the City's direction.

(g) Any corporation or association into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its escrow business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become the successor escrow agent hereunder and vested with all of the title to the whole property or trust estate and all of the trusts, powers, immunities, privileges, protections and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

7. Resignation and Removal of Escrow Agent.

(a) The Escrow Agent reserves the right to resign at any time by giving thirty days written notice of resignation, specifying the effective date thereof. On the effective date of such resignation, the Escrow Agent shall deliver this Agreement together with the remaining portion of the Escrow Amount and any and all related instruments or documents to any successor escrow agent agreeable to City and Participant. If a successor escrow agent has not been appointed and has not accepted such appointment prior to the expiration of thirty days following the date of the notice of such resignation, the Escrow Agent shall disburse the remaining portion of the Escrow Amount to the City. Notwithstanding anything to the contrary in the foregoing, the Escrow Agent or any successor escrow agent shall continue to act as Escrow Agent until a successor is appointed and qualified to act as Escrow Agent.

(b) The Escrow Agent may be removed (with or without cause) and a new escrow agent may be appointed upon mutual agreement of City and Participant. In such event, City and Participant shall deliver joint written notice to the Escrow Agent of such removal together with joint written instructions authorizing delivery of this Agreement together with the remaining portion of the Escrow Amount and any and all related instruments or documents to a successor escrow agent.

(c) Upon delivery of the remaining portion of the Escrow Amount to a successor escrow agent in accordance with this Section 7, the Escrow Agent shall thereafter be discharged from any further obligations hereunder. All power, authority, duties and obligations of the Escrow Agent shall apply to any successor escrow agent.

8. [Reserved.]

9. Taxes.

(a) Ownership for Tax Purposes. Each of City and Participant agree that, for purposes of United States federal and other taxes based on income, City shall be treated as the owner of the Escrow Amount and that Participant shall report the income, if any, that is earned on, or derived from, the Escrow Amount as its income, in the taxable year or years in which such income is properly includible and pay any taxes attributable thereto.

10. Business Days. If any date on which the Escrow Agent is required to make a delivery pursuant to the provisions hereof is not a day on which the Escrow Agent is open for business, then the Escrow Agent shall make such delivery on the next succeeding Business Day.

11. Escrow Costs. Escrow Agent shall perform all services pursuant to this Agreement free of charge.

12. Force Majeure. No party shall be liable or responsible to the other parties, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control ("**Force Majeure Events**"), including, without limitation: (a) acts of God; (b) flood, fire or explosion; (c) war, invasion, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; and (h) strikes, labor stoppages or slowdowns or other industrial disturbances. The party suffering a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

13. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated below (or at such other address for a party as shall be specified in a notice given in accordance with this Section 13). Notwithstanding the above, in the case of communications delivered to the Escrow Agent whereby the Escrow Agent must act based on a specified number of days upon its receipt of such communication, if applicable, such communications shall be deemed to have been given on the date received by an officer of the Escrow Agent or any employee of the Escrow Agent who reports directly to any such officer at the above-referenced office.

If to City: Christopher J. Lagerbloom
City Manager
City of Fort Lauderdale
100 North Andrews Ave.
Fort Lauderdale, FL 33301

If to Participant: April Kirk
Executive Director
The Stranahan House, Inc.
335 Southeast 6th Ave.
Fort Lauderdale, FL 33301

If to Escrow Agent: Romney C. Rogers, Esq.
Rogers, Morris & Ziegler LLP
Escrow Agent
1401 E. Broward Blvd., #300
Fort Lauderdale, FL 33301

14. Entire Agreement. This Agreement, together with the Grant Participation Agreement and related exhibits and schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. Notwithstanding the foregoing, in the event of any inconsistency between the statements in the body of this Agreement and those of the Grant Participation Agreement, (i) with respect to any inconsistency as between City and Participant, the statements in the body of the Grant Participation Agreement shall control; and (ii) with

respect to any inconsistency as between the Escrow Agent, on the one hand, and either City or Participant or both, on the other hand, the statements in the body of this Agreement shall control.

15. Successor and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may assign any of its rights or obligations hereunder.

16. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

17. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

18. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

19. Severability. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination by a court of competent jurisdiction that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

20. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction). Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States or the courts of the State of Florida in each case located in the city of Fort Lauderdale and County of Broward, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

21. Waiver of Jury Trial. Each party acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby. Each party to this Agreement certifies and acknowledges that (a) no representative of any other party has represented, expressly or otherwise, that such other party would not seek to enforce the foregoing waiver in the event of a legal action, (b) such party has considered the implications of this waiver, (c) such party makes this waiver

voluntarily, and (d) such party has been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 21.

22. IF THE ESCROW AGENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ESCROW AGENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA, 33301.

Escrow Agent shall comply with public records laws, and Escrow Agent shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2021), as may be amended or revised, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of this Agreement if the Escrow Agent does not transfer the records to the City.
- d. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Escrow Agent or keep and maintain public records required by the City to perform the service. If the Escrow Agent transfers all public records to the City upon completion of this Agreement, the Escrow Agent shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Escrow Agent keeps and maintains public records upon completion of this Agreement, the Escrow Agent shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

23. IF THE PARTICIPANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTICIPANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA, 33301.

Participant shall comply with public records laws, and Participant shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2021), as may be amended or revised, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of this Agreement if the Participant does not transfer the records to the City.
- d. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Participant or keep and maintain public records required by the City to perform the service. If the Participant transfers all public records to the City upon completion of this Agreement, the Participant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Participant keeps and maintains public records upon completion of this Agreement, the Participant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

24. Insurance.

During the term of this Agreement and during any renewal or extension term of this Agreement, the Escrow Agent, at the Escrow Agent's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Escrow Agent. The Escrow Agent shall provide the City a certificate of insurance evidencing such coverage. The Escrow Agent's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Escrow Agent shall not be interpreted as limiting the Escrow Agent's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Escrow Agent for assessing the extent or determining appropriate types and limits of coverage to protect the Escrow Agent against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Escrow Agent under this Agreement.

The following insurance policies and coverages are required:

Fidelity

Coverage must be afforded in an amount not less than \$100,000.

Professional Liability and/or Errors and Omissions

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$2,000,000 aggregate.

Escrow Agent must keep insurance in force until the third anniversary of expiration of this Agreement or the third anniversary of acceptance of work product by the City.

Insurance Certificate Requirements

- a. The Escrow Agent shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Escrow Agent shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Escrow Agent to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Escrow Agent shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies.
- g. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

The Escrow Agent has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Escrow Agent's expense.

If the Escrow Agent's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Escrow Agent may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Escrow Agent's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Escrow Agent that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Escrow Agent must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Escrow Agent's insurance policies.

The Escrow Agent shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the Escrow Agent's insurance company or companies and the City's Risk Management office as soon as practical.

It is the Escrow Agent's responsibility to ensure that any and all of the Escrow Agent's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Escrow Agent.

25. E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2021), as may be amended or revised, the Escrow Agent and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Escrow Agent shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Escrow Agent shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

2. The City, the Escrow Agent, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2021), as may be amended or revised, shall terminate the contract with the person or entity.

3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(2), Florida Statutes (2021), as may be amended or revised, but that the Escrow Agent otherwise complied with Subsection 448.095(2), as may be amended or revised, shall promptly notify the Escrow Agent and order the Escrow Agent to immediately terminate the contract with the subcontractor, and the Escrow Agent shall comply with such order.

4. A contract terminated under Subparagraph 448.095(2)(c)1. or 2., Florida Statutes (2021), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(2)(c), Florida Statutes (2021), as may be amended or revised, the Escrow Agent may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Escrow Agent is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. The Escrow Agent shall include in each of its subcontracts, if any, the requirements set forth in this Section 25, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2021), as may be amended or revised, to include all of the requirements of this Section 25 in their subcontracts. The Escrow Agent shall be

responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2021), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2021), as may be amended or revised.

26. E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2021), as may be amended or revised, the Participant and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Participant shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Participant shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

2. The City, the Participant, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2021), as may be amended or revised, shall terminate the contract with the person or entity.

3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(2), Florida Statutes (2021), as may be amended or revised, but that the Participant otherwise complied with Subsection 448.095(2), as may be amended or revised, shall promptly notify the Participant and order the Participant to immediately terminate the contract with the subcontractor, and the Participant shall comply with such order.

4. A contract terminated under Subparagraph 448.095(2)(c)1. or 2., Florida Statutes (2021), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(2)(c), Florida Statutes (2021), as may be amended or revised, the Participant may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Participant is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. The Participant shall include in each of its subcontracts, if any, the requirements set forth in this Section 26, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2021), as may be amended or revised, to include all of the requirements of this Section 26 in their subcontracts. The Participant shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2021), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2021), as may be amended or revised.

IN WITNESS WHEREOF, the parties hereto execute this Escrow Agreement as follows:

ATTEST:

CITY OF FORT LAUDERDALE

Jeffrey A. Modarelli, City Clerk

By: _____
Dean J. Trantalis, Mayor

By: _____
Christopher J. Lagerbloom, ICMA-CM
City Manager

Approved as to form:

Assistant City Attorney

WITNESSES:

THE STRANAHAN HOUSE, INC.

Print Name: _____

By: _____
Pat Kublin, President

Print Name: _____

ATTEST:

(Corporate Seal)

Matthew McAloon, Secretary

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2021, by Pat Kublin as President for The Stranahan House, Inc., a Florida not for profit corporation.

(SEAL)

Signature of Notary Public - State of Florida

Print, Type, or Stamp Commissioned Name of
Notary Public

Personally Known _____ OR Produced Identification _____
Type of Identification Produced: _____

WITNESSES:

ROGERS, MORRIS & ZIEGLER LLP

Print Name: _____

By: _____
Romney C. Rogers, General Partner

Print Name: _____

(Seal)

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2021, by Romney C. Rogers as General Partner for Rogers, Morris & Ziegler LLP, a Florida limited liability partnership.

(SEAL)

Signature of Notary Public - State of Florida

Print, Type, or Stamp Commissioned Name of
Notary Public


Personally Known _____ OR Produced Identification _____
Type of Identification Produced: _____



CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING

#21-0905

TO: Honorable Mayor & Members of the
Fort Lauderdale City Commission

FROM: Chris Lagerbloom, ICMA-CM, City Manager 

DATE: September 21, 2021

TITLE: **REVISED R-3** - Resolution Approving the Fifth Amendment to the Ground Lease Agreement with Las Olas SMI, LLC ("Suntex") for City-owned Property Located at 240 East Las Olas Circle – **(Commission District 2)**

Recommendation

Staff recommends the City Commission adopt a Resolution approving the Fifth Amendment to the Ground Lease Agreement with Las Olas SMI, LLC ("Suntex") for City owned property located at 240 East Las Olas Circle, commonly known as the Las Olas Marina.

Background

On June 21, 2016, the City Commission adopted Resolution 16-102 declaring its intent to lease City-owned property known as the Las Olas Marina located on 240 East Las Olas Circle and a portion of the Las Olas Intracoastal Parking Lot located on 201 South Birch Road, both properties commonly known as the Las Olas Marina. Suntex Marina Investors, LLC. ("Suntex") was the sole bid responder. As part of its bid submittal, Suntex included a Base Proposal, an Alternate A Proposal (Base Proposal plus Restaurant), an Alternate B Proposal (Mega Yacht Proposal) and an Alternative C Proposal (Mega Yacht Proposal plus Restaurant). On October 5, 2016, the City Commission approved Resolution 16-175 awarding the Las Olas Marina Lease to Suntex. On October 18, 2016, the City Commission adopted Resolution 16-180 authorizing the negotiation of the lease and the approval of Alternative C-3 Proposal from the Suntex bid package. On July 11, 2017, the City Commission adopted Resolution 17-154 approving the ground lease with Suntex for a 50-year term.

There are four executed amendments related to the initial agreement:

- First Amendment (CAM #19-0394): Extended the pre-development period
- Second Amendment (CAM #19-0708): Replaced the site plan known as Alternate C-3 with a new site plan known as Alternate Proposal Site D
- Third Amendment (CAM #19-1195): Extended the pre-development period
- Fourth Amendment (CAM #21-0031): Clarified Submerged Land Lease and Trustees of the Internal Improvement Trust Fund (TIITF) issues, definition modifications, offset revenues, and other development requirements.

The proposed fifth amendment includes:

- Amending the Possession and Commencement Date to October 1, 2021
- Deferring certain Pre-Development period approval requirements to after the Commencement Date
- Memorializing the Anticipated Expiration Date, Initial Base Rent Period, and Subsequent Base Rent Period
- Ratification of Possession and the Ground Lease as required under the Ground Lease.

All other terms and conditions of the Ground Lease Agreement, as amended, remained unchanged. If approved, Suntex would take occupancy of the site on October 1, 2021 which will relinquish the City from operating and maintaining the current Las Olas Marina.

Resource Impact

As further defined in Exhibit 2, this action will result in an estimated first year negative impact of \$542,257. The negative impact has been incorporated into the FY22 operating budget through a revenue reduction of \$952,622 and expenditure cost avoidance of \$410,365. Exhibit 2 identifies a \$500,000 Initial Base Rent payment; however, the Ground Lease requires a \$550,000 payment. City staff will prepare an FY22 budget amendment in October 2021 for Commission consideration to appropriate the additional funds.

Based on the Suntex financial model, once the marina is constructed and fully operational the City should anticipate an annual positive impact of over \$2,300,000.

The initial base rent payment is \$550,000 of which \$500,000 is included in the FY22 operating budget in the account below and the remaining \$50,000 will be appropriated through an FY22 budget amendment.

ACCOUNT NUMBER	INDEX NAME (Program)	CHARACTER CODE/ SUB- OBJECT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
001-PKR90105- N900	Las Olas Docks	Miscellaneous Revenues/ Miscellaneous Income	\$500,000	\$0	\$500,000

ACCOUNT NUMBER	INDEX NAME (Program)	CHARACTER CODE/ SUB- OBJECT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
<u>001-PKR90105- N900</u>	<u>Las Olas Docks</u>	<u>Miscellaneous Revenues/ Miscellaneous Income</u>	<u>\$500,000</u>	<u>\$500,000</u>	<u>\$550,000</u>

Strategic Connections

This item is a *2021 Top Commission Priority*, advancing the Parks and Public Places initiative.

This item supports the *Press Play Fort Lauderdale 2024* Strategic Plan, specifically advancing:

- The Public Places Focus Area
- Goal 3: Build a healthy and engaging community.
- Objective: Improve access to and enjoyment of our beach, waterways, parks and open spaces for everyone

This item advances the *Fast Forward Fort Lauderdale 2035* Vision Plan: We Are Here.

This item supports the *Advance Fort Lauderdale 2040* Comprehensive Plan specifically advancing:

- The Public Places Focus Area
- The Parks, Recreation & Open Space Element
- Goal 2: Be a community with high quality parks and recreational facilities that highlight the character of our City

Attachments

Exhibit 1 – Fifth Amendment

Exhibit 2 – Las Olas Marina FY22 Decision Package

Exhibit 3 – Resolution

Prepared by: Ben Rogers, Director, Transportation and Mobility

Department Director: Ben Rogers, Transportation and Mobility