

**THIRD AMENDMENT
TO
OPERATIONS AGREEMENT RELATING TO
ARTS AND SCIENCE DISTRICT PARKING FACILITY**

THIS THIRD AMENDMENT TO THE OPERATIONS AGREEMENT RELATING TO THE ARTS AND SCIENCE DISTRICT PARKING FACILITY (the “Third Amendment”) is made and entered into this _____ day of _____, 2026, effective date, by and between the **DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF FORT LAUDERDALE (“DDA’)**, the **DISCOVERY CENTER, INC. (“DC”)**, **PERFORMING ARTS CENTER AUTHORITY (“PACA”)**, and the **CITY OF FORT LAUDERDALE (“CITY” or “City”)**(collectively, “Parties”).

Capitalized terms herein shall have the meanings ascribed to them in the Operations Agreement Relating to Arts and Science District Parking Facility, unless the context specifically requires otherwise.

RECITALS

WHEREAS, the Parties entered into an Operations Agreement for the Arts and Science District Parking Facility (“Operations Agreement”) on or about November 16, 1989, providing for the operations and maintenance of the approximately 956-space parking facility known as the Arts and Science District Parking Facility (the “Garage”); and

WHEREAS, the Parties entered into an amended Operations Agreement pursuant to the Amendment to the Escrow Agreement, Construction Agreement and Operations Agreement – Arts and Science District Parking Facility on or about July 31, 1991 (“Amended Operations Agreement”), which amended certain escrow and construction provisions of the Operations Agreement; and

WHEREAS pursuant to the Operations Agreement, the DDA, PACA and the City (collectively “Contributing Parties”) are solely responsible for revenues and expenses pursuant to the Operations Agreement; and

WHEREAS, the Parties entered into a Second Amendment to the Operations Agreement Relating to the Arts and Science District Parking Facility, effectively retroactively to October 1, 2002, to clarify the division of expenses of the Contributing Parties pursuant to the Operations Agreement, as amended; and

WHEREAS, the Parties wish to change the “Operating Agent” from CITY to PACA and to amend the Operations Agreement, as amended, to the extent necessary to accomplish such change.

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

1. The above recitals are true and correct and incorporated herein.
2. Pursuant to Article VI of the Operations Agreement, as amended, the Parties hereby agree to change the Operating Agent from CITY to PACA, as the Successor Operating Agent. The coordination and transition of this change and the coordination and transition of the individual duties and responsibilities in accordance therewith shall be coordinated and transitioned in accordance with the Transition Schedule, attached hereto and incorporated herein as Exhibit “A”. Upon the expiration of the Transition Period, as defined and set forth in the Transition Schedule, PACA shall be known as the Operating Agent and any reference to Successor Operating Agent is deemed to be PACA, as the Operating Agent. PACA, as Operating Agent, agrees to accept

all responsibilities pertaining to operation and maintenance of the Garage, "as is", as set forth in this Third Amendment and the Operating Agreement, as amended.

3. The Parties hereby acknowledge that various sections within the Operations Agreement, as amended, when referring to duties, obligations, actions, omissions and other matters regarding the "Operating Agent" sometimes reference the "Operating Agent," and sometimes reference CITY (without referencing in its capacity as Operating Agent). To avoid confusion, the following references to CITY are hereby changed to "Operating Agent." The effective date of transition of each duty and responsibility shall be changed and effective as set forth in the Transition Schedule.
 - a. All references to CITY in Section 4.1 regarding "General Operations" and the matters included therein shall be changed to "Operating Agent."
 - b. All references to CITY in Section 4.2, A-F, regarding "Insurance" and the matters included therein shall be changed to "Operating Agent."
 - c. All references to CITY in Section 4.3 regarding "Taxes and Assessments" and the matters included therein shall be changed to "Operating Agent."
 - d. Reference to CITY in Section 5.1, regarding "Expenses of operating and maintaining the Garage incurred by the City ..." shall be changed to "Expenses of operating and maintaining the Garage incurred by the Operating Agent"
 - e. Reference to CITY in Section 5.2, regarding "the City shall be originally responsible ..." shall be changed to "the Operating Agent shall be originally responsible"
 - f. All references to CITY and City Manager in Section 5.3 regarding "Collection of Revenue and Reimbursement of Expenses" and the matters included therein shall be changed to "Operating Agent" and "Operating Agent's Authorized Officer."
4. Paragraph 4.4 of the Operating Agreement, as amended, is revised to read as follows:

~~City~~ Operating Agent shall, to the extent provided by law, indemnify, defend and hold harmless the CITY, PACA, DDA and their officers, servants, agents and employees from and against any and all claims, suits, actions, damages, liabilities, expenditures, causes of action, judgments, orders, decrees, attorneys' fees, costs and expenses of any kind arising out of the operation and/or maintenance of the Garage and resulting or accruing from any negligent act, omission or error of ~~City~~ Operating Agent, its officers, servants, agents and/or employees resulting in or relating to injuries to body, life, limb or property sustained in, about or upon the Garage. The covenants and representations relating to this indemnification provision shall survive the terms of this Agreement and continue in full force and effect as ~~City's~~ Operating Agent's responsibility to indemnify CITY, PACA, DDA and their officers, servants, agents and

employees for occurrences arising out of the operation and/or maintenance of the Garage during the term of this Agreement.

5. CITY shall provide to the Successor Operating Agent, with copy to DDA, all records, agreements, contracts, property, cash, receivables, etc. held by CITY as Operating Agent in accordance with the Transition Schedule. Further, CITY agrees to assist and cooperate with the Successor Operating Agent to effectuate a transition in accordance with the Transition Schedule.
6. PACA, through the transition and thereafter as Operating Agent, shall work in good faith with DDA to make joint operational, procurement, and budgetary decisions.
7. Nothing herein shall be deemed or is intended to serve as a waiver of sovereign immunity as set forth in 768.28, Florida Statutes, by any of the Parties to which sovereign immunity applies nor shall anything included herein be construed as consent by the Parties to be sued by third parties in any matter arising out of this Third Amendment to the Operations Agreement and the Operations Agreement, as amended.
8. The Parties to this Operations Agreement, as amended, recognize and acknowledge that each party having custody of records made or received remains responsible for responding to public records requests for such records in accordance with Chapter 119, Florida Statutes (2025).
9. Pursuant to Section 448.095, Florida Statutes (2025), as may be amended, the Parties and its contractors and subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.
10. The Parties 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.
11. The Parties shall maintain books, records, documents and other evidence directly pertinent to the Operations Agreement, as amended, in accordance with generally accepted accounting principles and practices. The Parties and any of its contractors and subcontractors shall preserve and make available, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to the Operations Agreement, as amended, for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years, whichever is longer. If any audit has been initiated and audit findings have not been resolved at the end of the retention period of three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings.
12. The Parties reserve the right to terminate the Operations Agreement, as amended, by giving written notice to each party at least thirty (30) days prior to the effective date of such termination. The Parties acknowledge and agree that each party shall be paid for any services performed pursuant to the Operations Agreement, as amended, through the termination date specified in the written notice of termination.

13. Paragraph 7.7 of the Operating Agreement, as amended, is hereby revised to read as follows:

If to DDA: Jenni Morejon
President & CEO
201 East Las Olas Boulevard, Suite 1150
Fort Lauderdale, FL 33301

with copy to: Elizabeth Van Zandt
Executive Vice President
201 East Las Olas Boulevard, Suite 1150
Fort Lauderdale, FL 33301

If to the City: Rickelle Williams
City Manager
City of Fort Lauderdale
101 NE 3rd Avenue, Suite 2100
Fort Lauderdale, FL 33301

with copy to: Shari L. McCartney
City Attorney
1 East Broward Blvd., Suite 1320
Fort Lauderdale, FL 33301

If to PACA: Ty Sutton
President & CEO
201 SW 5th Avenue
Fort Lauderdale, FL 33312

with copy to: Catherine Carter
Executive Vice President & CFO
201 SW 5th Avenue
Fort Lauderdale, FL 33312

If to DC: Joe Cox
President & CEO
401 SW 2nd Street
Fort Lauderdale, FL 33312

with copy to: Cathy Nonnenmacher
CFO
401 SW 2nd Street
Fort Lauderdale, FL 33312

14. Except as expressly amended or changed by this Third Amendment to the Operations Agreement Relating to the Arts and Science District Parking Facility, all other terms and conditions of the Operations Agreement, as amended, shall be and remain unchanged and in full force and effect. If the terms and conditions set forth in this Third Amendment directly conflict with any provision contained in the Operations Agreement, the Amendment to Escrow Agreement, Construction Agreement and Operations Agreement to the Arts and Science District Parking Facility, or the Second Amendment to the Operations Agreement Relating to the Arts and Science District Parking Facility, then this Third Amendment shall control.

15. This Third Amendment and the terms and conditions hereof shall be effective as of the date in which the last party executes this Agreement

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Third Amendment to the Operations Agreement Relating to the Arts and Science District Parking Facility: DDA, signing by and through its Chair or Vice Chair, duly authorized to execute same, PACA, signing by and through its Chair or Vice Chair, duly authorized to execute same, CITY, signing by and through its Mayor-Commissioner, duly authorized to execute same, and DC, signing by and through its President, duly authorized to execute same.

DDA

ATTEST:

DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF FORT LAUDERDALE

Secretary

By _____
Chair

Print name

Print name of Chair above

(SEAL)

____ day of _____, 20____

PACA

ATTEST:

PERFORMING ARTS CENTER AUTHORITY

Secretary

By _____
Chair

Print name

Print name of Chair above

(SEAL)

____ day of _____, 20____

CITY

ATTEST:

CITY OF FORT LAUDERDALE

DAVID SOLOMAN, CITY CLERK

By _____
DEAN J. TRANTALIS, MAYOR

____ day of _____, 20____

(SEAL)

RICKELLE WILLIAMS, CITY MANAGER

____ day of _____, 20____.

APPROVED AS TO FORM:
SHARI L. MCCARTNEY, CITY ATTORNEY

By _____
KIMBERLY CUNNINGHAM MOSLEY
ASSISTANT CITY ATTORNEY

____ day of _____, 20 ____.

DC

ATTEST:

THE DISCOVERY CENTER, INC

Secretary

By _____
President

Print Name

Print name of President above

(Seal)

____ day of _____, 20____