CITY OF FORT LAUDERDALE
City Commission Agenda Memo **#23-0606**
REGULAR MEETING

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

FROM: Greg Chavarria, City Manager

DATE: June 20, 2023

TITLE: Motion Approving First Amendment to the Museum Funding, Operation and Maintenance Agreement between Museum of Discovery and Science, Inc. and the City of Fort Lauderdale for Property Located at 401 SW 2 Street, Fort Lauderdale, Florida 33312, Subject to Conditions - **(Commission District 2)**

Recommendation

Staff recommends the City Commission approve the First Amendment to the Museum Funding, Operation and Maintenance Agreement (the "Agreement") between the Museum of Discovery and Science, Inc., formerly known as The Discovery Center, Inc. ("MODs" or "Lessee"), and the City of Fort Lauderdale ("City" or "Lessor") for Property Located at 401 SW 2 Street, Fort Lauderdale, Florida 33312, subject to receipt of a letter from an authorized official of the School Board of Broward County 1) confirming that neither the City nor MODS is in default under the Community Educational Facility Agreement dated April 7, 1988 and 2) agreeing to extend the term of the Agreement between MODS and the City.

Background

On March 30, 1991, MODs entered into the Agreement with the City for property located at 401 SW 2 Street, Fort Lauderdale, Florida 33312 (Exhibit 1). The Agreement allowed MODs to use, operate, and maintain the property for a museum for a term of forty (40) years. The current Agreement is set to expire on August 31, 2032, and per Section 6.1 of the Lease, Lessee has one ten (10) year option to renew (Exhibit 2).

On June 2, 2023, City staff received a formal request from MODs to extend term of the Agreement (Exhibit 3). Specifically, MODs is requesting a ten (10) year extension to apply for a State grant. The extension will support MODs in its application for the Cultural Facilities program grant offered by the Florida Division of Arts and Culture. The grant application is intended to fund the installation of a new environmental resilience exhibit, titled "Build a Better World," scheduled for 2024 (Exhibit 4).

As per the grant requirements outlined by the Florida Division of Arts and Culture, one of the key prerequisites for eligibility is documentation of "use of land and/or buildings" for a minimum of ten (10) years following the grant award. The grant will be awarded in the

fiscal year 2024-2025, which necessitates that the Agreement remains in effect until at least 2035.

Execution of the proposed First Amendment is subject to MODs not being in default under the Lease and a letter from the School Board as outlined above.

A summary of the amended terms is as follows:

- Lease Term – Ten (10) year extension with no additional options to renew
- Effective Date – June 20, 2023, through August 31, 2042
- All other terms and conditions of the Lease remain unchanged and in full force and effect

Resource Impact

There is no current fiscal impact for this item.

Strategic Connections

This item is a Press Play Fort Lauderdale Strategic Plan 2024 initiative, specifically advancing:

- Internal Support Focus Area
- Goal 8: Build a leading government organization that manages all resources wisely and sustainably.
- Objective: Maintain financial integrity through sound budgeting practices, prudent fiscal management, cost effective operations, and long-term planning.

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

Attachments

Exhibit 1 – Location Map
Exhibit 2 – Lease Agreement
Exhibit 3 – Formal Request for Lease Extension
Exhibit 4 – Build a Better World Exhibit
Exhibit 5 – Proposed First Amendment

Prepared by: Angela Salmon, Assistant to the City Manager, City Manager's Office

Charter Officer: Greg Chavarria, City Manager

FIRST AMENDMENT TO THE LEASE AGREEMENT

This is a First Amendment to the LEASE AGREEMENT dated March 30,1991 (herein "Lease,"), by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, 100 North Andrews Avenue, Fort Lauderdale, FL 33301 (hereinafter "LESSOR" or "CITY").

and

MUSEUM OF DISCOVERY AND SCIENCE, INC., a Florida Not For Profit Corporation, formerly known as The Discovery Center, Inc. whose principal address and mailing address is 401 SW 2nd Street, Fort Lauderdale, Florida 33312 (hereinafter "LESSEE"),

WITNESSETH:

WHEREAS, the LESSOR and the LESSEE entered into a Lease Agreement (the "Lease") on March 30, 1991, with an effective date of September 1, 1992, for property located at 401 SW 2nd Street, Fort Lauderdale, Florida 33312 (hereinafter "Leased Premises"); and

WHEREAS, in accordance with Article 6, Section 6.1, and provided LESSEE is not in default under the Lease Agreement, LESSEE shall have the option to renew the term of the Lease for an additional ten (10) year term; and

WHEREAS, both LESSOR and LESSEE are in mutual agreement to renew the Lease; and

WHEREAS, in accordance with Article 6, Section 6.1, LESSEE provided written notification to LESSOR of its intention to exercise its option; and

WHEREAS, LESSOR finds that LESSEE is not in default under the Lease Agreement; and

WHEREAS, the parties desire to extend the Lease for an additional ten (10) year term with an effective date of June 20, 2023, starting on September I, 2032; and

NOW, THEREFORE, in consideration of the mutual terms and conditions hereinafter set forth, LESSOR and LESSEE agree as follows:

1. The above recitals and representations are true and correct and are incorporated herein.

2. The term of the Lease shall be extended for an additional ten (10) year term starting on September 1, 2032, and shall end at midnight on August 31, 2042.

3. The First Amendment to the Lease shall be effective upon full execution by the parties.

4. The First Amendment to the Lease may be fully executed in multiples copies by the parties each of which, bearing original signatures, shall have the force and effect of an original document.

5. In the event of any conflict or ambiguity by and between the terms and provisions of the Lease and the First Amendment to the Lease, the terms and provisions of this First Amendment to the Lease shall control to the extent of any such conflict or ambiguity.

6. The terms and conditions of the Lease is hereby ratified and confirmed and shall remain in full force and effect, as specifically amended by the First Amendment to the Lease.

REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK.

AS TO LESSOR:

CITY OF FORT LAUDERDALE, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA

WITNESSES:

ZACHARY SARLIS-PURAND

[Witness type or print name]

By: _____
Dean J. Trantalis, Mayor

Donna Varisco

Donna Varisco

[Witness type or print name]

By: _____
Greg Chavarria, City Manager

ATTEST:

David R. Soloman,
City Clerk

Approved as to form and correctness:
D'Wayne Spence, City Attorney

By: _____
~~Lynn Solomon, Esq.~~
~~Assistant City Attorney~~

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online, this 21 day of June, 2023, by DEAN J. TRANTALIS, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

Notary Public, State of Florida

Doris Deneke

Name of Notary Typed, Printed or Stamped

Notary Public State of Florida
Doris Deneke
My Commission HH 282482
Expires 6/29/2026

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this by means of ☑ physical presence or □ online, this 21st day of June, 2023, by GREG CHAVARRIA, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

R. McClam
Notary Public, State of Florida

Rebecca McClam
Name of Notary Typed, Printed or Stamped

REBECCA MCCLAM
Notary Public - State of Florida
Commission # HH 306617
My Comm. Expires Aug 27, 2026
Bonded through National Notary Assn.

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced _____

AS TO LESSEE:

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

THE MUSEUM OF DISCOVERY AND SCIENCE, INC., A FLORIDA NOT FOR PROFIT CORPORATION

_____

Samantha Leitch
Type or print name

_____

Savannah Miller
Type or print name.

By_____
Joseph P. Cox, President and CEO

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 20 day of June, 2023, by Joseph P. Cox, as President and CEO of THE MUSEUM OF DISCOVERY AND SCIENCE, INC., A FLORIDA NOT FOR PROFIT CORPORATION.

Sandra McCarthy
Notary Public signature

Sandra McCarthy
Name Typed, Printed or Stamped

Sandra L. McCarthy
Notary Public
State of Florida
Comm# HH160806
Expires 8/3/2025

Personally Known ✓ OR Produced Identification_____

Type of Identification Produced _____

CITY MANAGER'S OFFICE

DOCUMENT ROUTING FORM

Rev: 3 | Revision Date: 9/1/2022

RUSH

TODAY'S DATE: _____

DOCUMENT TITLE: 1st Amendment to Lease AGREEMENT with COFL and Museum of Discovery and Science MODS – 401 Sw 2 ST fort Lauderdale FL 33312

COMM. MTG. DATE: 6/20/23 **CAM #:** 23-0606 **ITEM #:** CM-5 **CAM attached:** ☐ YES ☐ NO

Routing Origin: COA **Router Name/Ext:** Sonia S x5598 **Action Summary attached:** ☐ YES ☐ NO

CIP FUNDED: ☐ YES ☐ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least $50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include land, real estate, realty, or real.

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

Is attached Granicus document Final? ☐ YES ☐ NO Approved as to Form: ☐ YES ☐ NO

Date to CCO: 6/21/23 Attorney's Name: **Lynn Solomon** Initials: [signature]

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3) City Clerk's Office: # of originals:_____ **Routed to:**_____ Ext:_____ **Date:** _____

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4) City Manager's Office: CMO LOG #: _____ Document received from: _____

Assigned to: GREG CHAVARRIA ☐ ANTHONY FAJARDO ☐ SUSAN GRANT ☐

GREG CHAVARRIA as CRA Executive Director ☐

☐ APPROVED FOR G. CHAVARRIA'S SIGNATURE ☐ N/A G. CHAVARRIA TO SIGN

PER ACM: **A. FAJARDO**_____ (Initial) **S. GRANT**_____(Initial)

☐ **PENDING APPROVAL** *(See comments below)*

Comments/Questions: _____

_____

Forward _____ originals to ☐ Mayor ☐ CCO **Date:** _____

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5) Mayor/CRA Chairman: Please sign as indicated.

Forward _____originals to CCO for attestation/City seal (as applicable) **Date:** _____

INSTRUCTIONS TO CITY CLERK'S OFFICE

City Clerk: Retains _____ original and forwards 2 originals to: Sonia Sierra x5598/ CAO

****** *Please email a copy of executed document to ssierra@fortlauderdale.gov***

Attach _____ certified Reso # _____ ☐ YES ☐ NO **Original Route form to CAO**

Form Approved by: Department or Division Director
Uncontrolled in hard copy unless otherwise marked

WE BUILD COMMUNITY