



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

Today's Date: 10/15/24

2L

DOCUMENT TITLE: 1st Amendment to the Lease Agreement between COFL and Cypress West LLC – Police Headquarters – 1515 Cypress Creek Road

COMM. MTG. DATE: 9/17/2024 CAM #: 24-0882 ITEM #: C-12 CAM attached: YES NO

Routing Origin: CAO Router Name/Ext: S.Sierra/5598 Action Summary attached: YES NO

CIP FUNDED: YES NO

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

1) Dept: CAO Router Name/Ext S.Sierra/5598 # of originals routed: 2 Date to CAO: 10/15/24

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: 10/15/24 Shaun Amarnani for Lynn Solomon
Attorney's Name

SA
Initials

3) City Clerk's Office: # of originals: 2 Routed to: Donna V./Amber Cabrera./CMO Date: 10/15/24

4) City Manager's Office: CMO LOG #: Oct 57 Document received from: _____

Assigned to: SUSAN GRANT ANTHONY FAJARDO LAURA REESE BEN ROGERS

SUSAN GRANT as Acting City Manager

APPROVED FOR S. GRANT'S SIGNATURE N/A FOR S. GRANT TO SIGN

PER ACM: A. Fajardo _____ (Initial/Date) PER ACM: L. REESE _____ (Initial/Date)

B. Rogers _____ (Initial/Date)

PENDING APPROVAL (See comments below)

Comments/Questions: _____

Comments/Questions: _____

Forward ___ originals to Mayor CCO Date: _____

5) Mayor/CRA Chairman: Please sign as indicated. Forward ___ originals to CCO for attestation/City seal (as applicable) Date: _____

6) City Clerk: Scan original and forwards 2 originals to: Angela Salmon/CMO/ Ext3442

*****Please email a scan of completely executed documents to ssierra@fortlauderdale.gov

Attach ___ certified Reso # _____ YES NO

Original Route form to Sonias/5598

RMH CM-11 24-0873 Motion Approving the City of Fort Lauderdale 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

Yea: 5 - Vice Mayor Glassman, Commissioner Beasley-Pittman, Commissioner Sturman, Commissioner Herbst and Mayor Trantalis

LS CM-12 24-0882 Motion Approving the First Amendment to the Lease Agreement Between Cypress West, LLC and the City of Fort Lauderdale - (Commission District 1)

APPROVED

Yea: 5 - Vice Mayor Glassman, Commissioner Beasley-Pittman, Commissioner Sturman, Commissioner Herbst and Mayor Trantalis

SA CM-13 24-0894 Motion Approving a Service Agreement with Business for the Arts of Broward, Inc. Related to a Donation of a Mural at the Riverwalk City Garage - (Commission District 4)

REMOVED FROM AGENDA

RBD CM-14 24-0900 Motion Authorizing Execution of an Encroachment Agreement for a Property Located at 764-778 NW 57th Court - (Commission District 1)

REMOVED FROM AGENDA

CONSENT RESOLUTION

KCM CR-1 24-0758 Resolution Approving a Landscape Maintenance Memorandum of Agreement for State Road 5 with the Florida Department of Transportation for Landscape Improvements within the Right-of-Way of State Road 5 and Assumption of Liability and Hold Harmless Agreement with RD East Las Olas LLC - (Commission District 4)

24-183

ADOPTED

Yea: 5 - Vice Mayor Glassman, Commissioner Beasley-Pittman, Commissioner Sturman, Commissioner Herbst and Mayor Trantalis



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

#24-0882

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

FROM: Susan Grant, Acting City Manager

DATE: September 17, 2024

TITLE: Motion Approving the First Amendment to the Lease Agreement between
Cypress West, LLC and the City of Fort Lauderdale - (**Commission
District 1**)

Recommendation

City staff recommends that the City Commission approve a first amendment to the lease agreement ("Agreement") between Cypress West, LLC ("Landlord") and the City of Fort Lauderdale ("City" or "Tenant"). This amendment pertains to temporary office space for the City's police department.

Background

On September 19, 2023, the City entered into an Agreement with the Landlord for office space at 1515 West Cypress Creek, totaling approximately 47,602 rentable square feet. The Agreement term is 24-months that expires on September 30, 2025. The Agreement includes two one-year renewal options, with a one-year notice to the landlord for renewal.

The office space is being utilized by the Fort Lauderdale Police Department while the new police headquarters (PDHQ) building is being constructed. The new police headquarters building is scheduled to be completed in the fourth quarter of 2025. City staff negotiated the first amendment to the Agreement to include a six-month extension, rather than a full year, which provides ample time for the transition to the new building.

The PDHQ budget includes three years of temporary office space rental expenditures with a year three expense of approximately \$1,406,000. By amending the Agreement to a six-month period, rather than an additional twelve-month period, the cost of rental is less than planned and will generate project savings of approximately \$703,000. The project savings will be repurposed to fund other PDHQ related expenses.

The proposed first amendment terms include a six-month term extension, commencing on October 1, 2025, and ending March 31, 2026, with a base rental rate of \$25.00 per square foot.

Resource Impact

There will be expenses associated with this amendment totaling \$703,505 in FY 2026 for the additional six-month period, which are accounted for in the budget listed below:

Funds available as of September 10, 2024					
ACCOUNT NUMBER	COST CENTER NAME (Program/Project)	CHARACTER/ACCOUNT NAME	AMENDED BUDGET (Project)	AVAILABLE BALANCE (Project)	AMOUNT
10-352-5999-521-60-6551-P12573	New Police Headquarters	Leases and Rentals	\$144,875,000	\$6,258,531	\$703,505
TOTAL AMOUNT ►					\$703,505

Strategic Connections

This item supports the *Press Play Fort Lauderdale Strategic Plan 2029*, specifically advancing:

- Guiding Principle: Fiscal Responsibility

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

Attachments

Exhibit 1 – Lease Agreement

Exhibit 2 – Proposed First Amendment

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

Charter Officer: Susan Grant, Acting City Manager

FIRST AMENDMENT & EXTENSION TO LEASE AGREEMENT

This FIRST AMENDMENT & EXTENSION TO LEASE AGREEMENT (hereinafter "Amendment") is made and entered in this 8TH day of OCTOBER, 2024 by and between CYPRESS WEST, LLC ("Landlord") and CITY OF FORT LAUDERDALE, a Florida Municipal Corporation ("Tenant").

RECITALS

- A. Landlord and Tenant entered into a certain Lease Agreement for 1515 West Cypress Creek Road, Fort Lauderdale, FL 33309 (the "Property" or "Premises") on or about September 19, 2023. The Lease Agreement, is hereinafter collectively referred to as the "Lease"; and
- B. Whereas, the Lease expires on September 30, 2025; and
- C. Whereas Landlord and Tenant desire to amend the Lease in order to extend the term through March 31, 2026, with the understanding that all terms in the Lease which do not conflict with this Amendment remain in full force and effect for the current extension of the term contemplated by this Amendment; and
- D. In consideration of the promises, covenants and undertakings hereinafter set forth and for other good and valuable consideration, the parties agree as follows:
 - 1) The above recitals are true and correct and incorporated herein.
 - 2) Landlord and Tenant agree to amend the Lease and extend the Initial Term for an additional six (6) months commencing as of October 1, 2025, with a new Expiration Date of March 31, 2026.
 - 3) The Base Rent, as set forth in Section 2.02 of the Lease, for the period between October 1, 2025, and March 31, 2026 (the "Extend Term") shall be \$25.00 per square foot, which sums shall be due and payable to Landlord in advance and without demand, on the 1st day of each month during the Lease Term and Extended Term.
 - 4) Section 1.03B: The Option to Renew shall be deleted in its entirety with no further force or effect and at no time shall Tenant have any options to renew the Lease. The Lease Term expires as of March 31, 2026, whereupon Tenant must vacate the Premises by such date, without exception.
 - 5) Section 11.01, Holdover shall be deleted and replaced with the following: Tenant shall be required to vacate the Premise no later than March 31, 2026, time being of the essence, without any delay and at no time whatsoever shall Landlord permit Tenant to remain on the Premises after March 31, 2026. . Therefore, in addition to any and all damages sustained by Landlord as a result of Tenant's breach, Tenant

shall be deemed a holdover Tenant and shall be liable to Landlord for monthly rent computed at one hundred and fifty (150%) percent of the Rent paid by Tenant during the month of March 2026. Notwithstanding the payment of Rent by Tenant and acceptance thereof by Landlord as provided herein, Tenant shall be in continuing breach of this Lease at any time, or during any period in which Tenant holds over.

- 6) Section 17.02, Limitation of Damages. The following shall be added to Section 17.02: “Notwithstanding the above, if Tenant remains on the Premises past March 31, 2026, the limitations set forth above in this Section 17.02 shall not apply to Landlord’s actual damages sustained as a result of Tenant’s default under the Lease”.
- 7) **CONFLICTS** - In the event of a conflict between any of the terms, conditions or provisions of this Amendment and Extension to Lease Agreement and any of the terms, conditions and provisions of the Lease, the terms, conditions and provisions of this Amendment and Extension to Lease Agreement shall prevail.
- 8) **CONDITION OF PREMISES** – By executing this Amendment and Extension to Lease Agreement, Tenant accepts the premises in its “As Is” condition and Tenant acknowledges and agrees that Tenant has no claims against Landlord as to the condition of the Premises as of the date of this Amendment. Tenant hereby acknowledges and confirms that all obligations on the part of Landlord under the Lease have been duly performed to date and that Landlord is not otherwise in default of any of the Lease terms. This provision shall not be deemed a waiver by Tenant of future defaults by Landlord.
- 9) **BROKERAGE** – Tenant represents and warrants that it has not dealt with any broker, agent or other person other than Landlord with respect to this Amendment. Tenant agrees to indemnify and hold harmless Landlord from any claims by any other broker, agent or person claiming a commission or other form of compensation by virtue of having dealt with Tenant with regards to this Amendment. – Landlord represents and warrants that it has not dealt with any broker, agent or other person other than Tenant with respect to this Amendment. Landlord agrees to indemnify and hold harmless Tenant from any claims by any other broker, agent or person claiming a commission or other form of compensation by virtue of having dealt with Landlord with regards to this Amendment.
- 10) **BINDING** – This Amendment shall be binding upon the heirs, representatives and assigns of the respective Parties hereto.
- 11) **SEVERABILITY** – Every provision of this Amendment is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, the illegality or invalidity will not affect the validity of the remainder of this Amendment.

- 12) **EXECUTION** – This Amendment may be executed in any number of counterparts, by facsimile or otherwise, with the same effect as if all Parties had signed the same document. All counterparts must be construed together and constitute one instrument. In addition, this Agreement or any counterpart, to the extent signed and delivered by means of facsimile machine or electronic PDF, shall be deemed in all manner and respects to be an original Amendment and shall have the same binding legal effect as if it were the original signed version thereof delivered in person.

- 13) **ENTIRE UNDERSTANDING** – Unless modified herein, the Lease is hereby ratified and remains in full force and effect.

- 14) **CONSTRUCTION** – This Amendment has been mutually negotiated by Landlord and Tenant and shall be deemed jointly drafted and written by the Parties and shall not be construed or interpreted against a Party by virtue of who was responsible for originating or preparing it. Tenant at their sole cost has had the option to have their legal counsel review all lease amendment proposals and documents prior to execution.

- 15) **AUTHORIZATION** – The undersigned represents that it is duly authorized to execute this Amendment on behalf of Tenant and Landlord and that the Tenant and Landlord will deliver and perform all obligations hereunder.

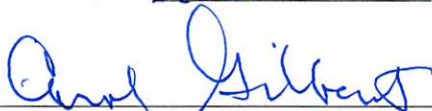
- 16) **AFFIDAVIT** - As a condition to execution of this Amendment to this Lease, the Landlord shall execute and deliver the affidavit attached hereto as Exhibit A.

IN WITNESS WHEREOF, the Landlord and Tenant have respectively signed and sealed this Agreement as of the day and year first written above.

Witness:



Print Name: DEBORAH GROSS



Print Name: CAROL GILBERT

LANDLORD:

Cypress West LLC, A Florida limited liability company



Print Name: Sheldon Gross, Manager

[Signature Page to Lease – Tenant – acknowledgments continue]

Witness:

[Signature]
Print Name: Scott Wyman

Donna Varisco
Print Name: Donna Varisco

TENANT:

City of Fort Lauderdale, a Municipal Corporation of the State of Florida

By: [Signature]
Dean J. Trantalis, Mayor

By: [Signature]
Susan Grant, Acting City Manager

ATTEST:

[Signature]
David R. Soloman, City Clerk



Approved as to form and correctness:
Thomas J. Ansbro City Attorney

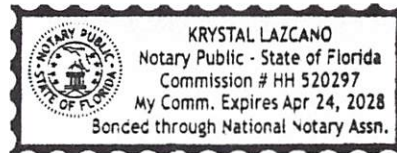
By: [Signature] SHAWN Amarrani
Lynn Solomon, Esq.
Assistant City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 21 day of October, 2024, by DEAN J. TRANTALIS, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale. He is personally known or produced _____ as identification.

(SEAL)

[Signature]
Notary Public, State of Florida
Krystal Lazcano
Name of Notary Typed, Printed or Stamped

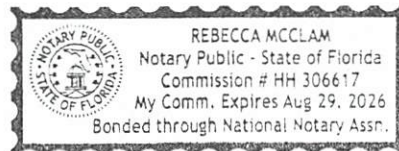


STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this by means of physical presence or online, this 16th day of October, 2024, by Susan Grant, Acting City Manager of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale. She is personally known or produced _____ as identification.

(SEAL)

[Signature]
Notary Public, State of Florida
Name of Notary Typed, Printed or Stamped



[Handwritten mark]



FORWARD THROUGH MATURITY AREA
NO POSTAGE NECESSARY IF MAILED IN THE UNITED STATES
1968

NO POSTAGE NECESSARY IF MAILED IN THE UNITED STATES

EXHIBIT "A"

AFFIDAVIT OF COMPLIANCE

"KIDNAPPING; CUSTODY OFFENSES; HUMAN TRAFFICKING AND RELATED OFFENSES"

(FLORIDA STATUTE 787.06)

Effective on July 1, 2024, in order for a bid to be accepted or replied to, or if your entity (also referred to as a City consultant, contractor, vendor, bidder, proposer or other contracting party), (which is any business entity however formed /incorporated) will reply to or enter into a contract with the City, the entity by an officer or representative must complete and execute this affidavit.

This Affidavit must be signed by an officer or representative of the entity and is given under penalties of perjury.

- 1. The entity is a Florida registered entity (domestic or foreign, and authorized to transact business in the State of Florida) with Principal Address/ Registered Agent currently on file, and in good standing with the Florida Department of State, Division of Corporations.
2. The entity (which includes any business entity however formed/ incorporated) intending to provide goods or services by submitting a bid, proposal, quote, or other response to any City solicitation/notice or serving as a City consultant, contractor, vendor or otherwise entering into any contract (including, without limitation, contract renewal, extension, amendment as applicable) with the City affirms and stipulates that it is not in violation of Section 787.06(13) of the 2024 Florida Statutes entitled "Kidnapping; Custody Offenses; Human Trafficking and Related Offenses." The entity further affirms to the City as a governmental entity defined in Section 287.138(1) of the 2024 Florida Statutes that it does not use coercion for labor or services as defined in Section 787.06 of the 2024 Florida Statutes.

Pursuant to 92.525 Florida Statutes, under penalties of perjury, I declare I have read the foregoing Affidavit and stated facts state are true, accurate, and complete.

Name: CYPRESS WEST LLC

SHELDON E. GROSS Officer Title: MANAGER

Signature of Officer: [Handwritten Signature] MANAGER

Office Address: PO BOX 545 DEERFIELD BEACH, FLORIDA 33443

Email Address: SHELDONEGROSS@GMAIL.COM Main Phone Number: 1-267-266-4517

(Where persons listed may be reached during regular hours of business)

FEIN No. XX -XXX7569

OR

Name: Representative:

Signature of Representative:

Office Address:

Email Address: Main Phone Number: