



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

11

Today's Date: 3/20/2025

DOCUMENT TITLE: Termination of Lease Agreement Memorandum between COFL and Fort Lauderdale Professional Firefighters, Inc. IAFF Local 765

COMM. MTG. DATE: 3/18/202 CAM #: 25-0288 ITEM #: CR-4 CAM attached: YES NO

Routing Origin: CMO Router Name/Ext: ASalmonx-3442 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: Sonias X5598 # of originals routed: 1 Date to CAO: 3/20/25

2) City Attorney's Office: Documents to be signed/routed? YES NO # of originals attached: 1

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

Date to CCO: 3/24/25 Lynn Solomon
Attorney's Name

[Signature]
Initials

3) City Clerk's Office: # of originals: 1 Routed to: Donna V./Amber Carera./CMO Date: 03/24/25

4) City Manager's Office: CMO LOG #: Mar 56 Document received from: _____

Assigned to: SUSAN GRANT ANTHONY FAJARDO LAURA REESE BEN ROGERS
 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: _____

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 ___ originals to: Sonia Sierra /CAO/ Ext. 5598

*** Please provide a scan of executed version to ssierra@fortlauderdale.gov

Attach ___ certified Reso # 25-44 YES NO

Original Route form to Sonias X5598

This instrument prepared by
Record and return to:
Lynn Solomon, Esq.,
Asst. City Attorney
City of Fort Lauderdale
1 East Broward Blvd., Suite 1320
Fort Lauderdale, FL 33301

TERMINATION OF MEMORANDUM OF LEASE

THIS TERMINATION OF MEMORANDUM OF LEASE (the "Memorandum") is filed by the **CITY OF FORT LAUDERDALE**, a Florida municipal corporation, having an address of 1 East Broward Blvd., Ste., 1320, Fort Lauderdale, FL 33301 (the "Lessor").

WITNESSETH:

WHEREAS, Lessor and **FORT LAUDERDALE PROFESSIONAL FIREFIGHTERS, INC. IAFF LOCAL 765**, a Florida not-for-profit corporation (the "Lessee") entered into certain Lease Agreement as evidenced by a Memorandum of Lease recorded as Instrument Number 117575206 of the Public Records of Broward County, Florida (the "Lease") pursuant to which Lessee leased from Lessor the real property described in **Exhibit "A"** (the "Premises") attached hereto and incorporate herein; and

WHEREAS, the Lease has been terminated by the Lessor and Lessee.
Now therefore, in consideration of the foregoing, the Lessor hereby declares:

- 1. **TERMINATION OF MEMORANDUM OF LEASE.** The sole purpose of this instrument is to provide notice of Termination of said Lease and its terms, covenants, agreements and conditions.

IN WITNESS WHEREOF, as of the date set forth below, Lessor has executed this Termination of Memorandum of Lease.

WITNESSES:

Donna Varisco
Donna Varisco
Witness Print Name
Address: 101 NE 3rd Ave
Suite 2100
Fort Lauderdale, FL 33301
Kayla Weinberg
Kayla Weinberg
Witness Print Name
Address: 101 NE 3rd Ave
Suite 2100
Fort Lauderdale FL 33301

"LESSOR"

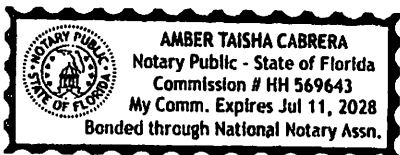
CITY OF FORT LAUDERDALE,
a Florida municipal corporation
By: Susan Grant
Susan Grant, Acting City Manager
Date: _____

APPROVED AS TO FORM AND CORRECTNESS:
D'Wayne M. Spence
D'Wayne M. Spence, Interim City Attorney
Lynn Solomon
Lynn Solomon, Asst. City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 24 day of March, 2025 by Susan Grant, Acting City Manager of the City of Fort Lauderdale, a Florida municipal corporation. She is personally known to me or produced _____ as identification.

(SEAL)



Amber Taisha Cabrera
Signature of Notary Public, State of Florida

Typed or Printed Name of Notary
My Commission Expires: _____
Commission Number: _____

EXHIBIT A
Legal Description

DESCRIPTION:

THE EAST 85.00 FEET OF THE WEST 170.00 FEET OF THE NORTH 118.00 FEET OF THE SOUTH 183.00 FEET OF PARCEL "A", "OFFICE OF THE FIRE MARSHAL -FIRE STATION NO. 5" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 146 PAGE 14 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA. CONTAINING 10,030 SQUARE FEET OR 0.2303 ACRES, MORE OR LESS. TOGETHER WITH AN NON-EXCLUSIVE EASEMENT OF INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED LANDS:

A PORTION OF PARCEL "A", "OFFICE OF THE FIRE MARSHAL -FIRE STATION NO. 5" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 146 PAGE 14 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; TOGETHER WITH A PORTION OF THE SOUTH 50.00 FEET OF THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 49 SOUTH, RANGE 42 EAST; LYING NORTH OF THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID PARCEL "A" EAST OF THE EAST LINE OF SAID PARCEL "A" AND WEST OF THE WESTERLY RIGHT OF WAY LINE OF NORTH FEDERAL HIGHWAY, MORE PARTICULARLY DESCRIBED BELOW:

COMMENCING AT THE INTERSECTION OF THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID PARCEL "A" AND THE WEST RIGHT OF WAY LINE OF NORTH FEDERAL HIGHWAY (US 1) SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 5762.65 FEET, A CENTRAL ANGLE OF 00°03'01" AND AN ARC LENGTH OF 5.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE HAVING A RADIUS OF 5762.65 FEET, A CENTRAL ANGLE OF 00°26'56" AND AN ARC LENGTH OF 45.15 FEET; THENCE S63°16'34"W, A DISTANCE OF 47.88 FEET; THENCE S88°47'53"W, A DISTANCE OF 62.65 FEET; THENCE N86°16'22"W, A DISTANCE OF 58.19 FEET; THENCE N37°12'00"W, A DISTANCE OF 20.26 FEET; THENCE N00°52'56"W, A DISTANCE OF 42.61 FEET; THENCE S88°47'53"W, A DISTANCE OF 33.53 FEET TO A LINE THAT IS 170.00 FEET EAST OF THE WEST LINE OF SAID PARCEL "A"; THENCE S01°03'47"E ALONG SAID LINE, A DISTANCE OF 77.55 FEET; THENCE S71°07'33"E, A DISTANCE OF 30.45 FEET TO A POINT THAT IS 5.00 NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID PARCEL "A"; THENCE N88°47'53"E ALONG SAID PARALLEL LINE AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 173.00 FEET TO THE POINT OF BEGINNING.

CONSENT RESOLUTION

PGB CR-1 25-0180 Resolution Approving the Appointment of Special Bond Counsel and Special Disclosure Counsel for the Issuance of Special Obligation Revenue and Revenue Refunding Bonds, Series 2025, for Funding Improvements to Sidewalks, Roadways, Bridges, and Seawalls, and Refunding the Line of Credit for the Police and Public Safety Project, and Prescribing Compensation - (Commission Districts 1, 2, 3 and 4)

25-41

ADOPTED

Yea: 4 - Commissioner Sorensen, Vice Mayor Glassman, Commissioner Beasley-Pittman and Mayor Trantalis

Absent: 1 - Commissioner Herbst

PGB CR-2 25-0329 Resolution Abolishing the Commission Appointed City Manager Search Committee, Effective March 18, 2025 - (Commission Districts 1, 2, 3 and 4)

25-42

ADOPTED

Yea: 4 - Commissioner Sorensen, Vice Mayor Glassman, Commissioner Beasley-Pittman and Mayor Trantalis

Absent: 1 - Commissioner Herbst

LS CR-3 25-0137 Resolution Rescinding Resolution No. 24-131 and Approving a New Resolution for a \$640,000 Loan to Pinnacle at Cypress Phase 2, LLC; Authorizing the City Manager to Execute Any and All Instruments Related to the Loan - (Commission District 1)

25-43

ADOPTED

Yea: 4 - Commissioner Sorensen, Vice Mayor Glassman, Commissioner Beasley-Pittman and Mayor Trantalis

Absent: 1 - Commissioner Herbst

LS CR-4 25-0288 Resolution Approving the Termination of the Lease Agreement Between Fort Lauderdale Professional Firefighters, Inc. IAFF Local 765 and the City of Fort Lauderdale - (Commission District 1)

25-44

ADOPTED

Yea: 4 - Commissioner Sorensen, Vice Mayor Glassman, Commissioner Beasley-Pittman and Mayor Trantalis

Absent: 1 - Commissioner Herbst

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, AUTHORIZING TERMINATION OF A LEASE WITH THE FORT LAUDERDALE PROFESSIONAL FIREFIGHTERS, INC. IAFF LOCAL 765; AUTHORIZING THE CITY MANAGER TO EXECUTE SUCH INSTRUMENTS AS NECESSARY AND PROPER TO CONSUMMATE SUCH TERMINATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution No. 21-133 the City Commission of the City of Fort Lauderdale, Florida, (the "City") approved a lease (the "Lease") to the Fort Lauderdale Professional Firefighters, Inc., IAFF Local 765, a Florida not-for-profit corporation, for a term of fifty (50) years for an annual rent of One and 00/100 (\$1.00) Dollar; and

WHEREAS, the Fort Lauderdale Professional Firefighters, Inc., IAFF Local 765 has asked the City to terminate the Lease and be relieved of any and all obligations under the Lease except those matters which survive termination of the Lease.

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

SECTION 1. That the Recitals set forth are true and correct and incorporated in this Resolution.

SECTION 2. That the City Commission of the City of Fort Lauderdale, Florida hereby approves and consents to termination of the Lease to the Fort Lauderdale Professional Firefighters, Inc., IAFF Local 765 except those matters which survive termination under the Lease and termination of the Memorandum of Lease, if any, recorded on the real property described in the Lease.

SECTION 3. That the City Commission hereby authorizes, empowers and directs the City Manager to execute such instruments he or she deems necessary and proper to terminate the Lease and Memorandum of Lease, if any.

SECTION 4. That any and all Resolutions in conflict herewith are hereby repealed.

SECTION 5. That this Resolution shall be in full force and effect upon final passage.

ADOPTED this _____ day of _____, 2025.

Mayor
DEAN J. TRANTALIS

ATTEST:

City Clerk
DAVID R. SOLOMAN

APPROVED AS TO FORM
AND CORRECTNESS:

Interim City Attorney
D'WAYNE M. SPENCE

Dean J. Trantalis _____
John C. Herbst _____
Steven Glassman _____
Pamela Beasley-Pittman _____
Ben Sorensen _____



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

#25-0288

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

FROM: Susan Grant, Acting City Manager

DATE: March 18, 2025

TITLE: Resolution Approving the Termination of the Lease Agreement Between
Fort Lauderdale Professional Firefighters, Inc. IAFF Local 765 and the City
of Fort Lauderdale – **(Commission District 1)**

Recommendation

Staff recommends the City Commission approve a termination of the lease agreement between Fort Lauderdale Professional Firefighters, Inc. IAFF Local 765 and the City of Fort Lauderdale.

Background

On July 6, 2021, the City of Fort Lauderdale entered into a lease agreement with Fort Lauderdale Professional Firefighters, Inc. IAFF Local 765 (“Lessee”), a nonprofit organization. The lease had a term of fifty (50) years with an annual rent of \$1.00. Under the agreement, the Lessee was responsible for making improvements, renovations, and/or additions necessary for the permitted uses at its own cost and expense, while preserving the architectural character of the building’s exterior to the maximum extent possible (Exhibit 1).

On February 14, 2025, the Lessee formally requested the termination of the lease, effective immediately (Exhibit 2).

Approval of this termination will formally conclude the lease agreement and release both parties from their respective obligations.

Resource Impact

There is no fiscal impact associated with this item.

Attachments

- Exhibit 1 – Existing Lease
 - Exhibit 2 – Termination Letter
 - Exhibit 3 – Location Map
 - Exhibit 4 - Resolution
-

Prepared by: Angela Salmon, Program Manager I, City Manager's Office

Charter Officer: Susan Grant, Acting City Manager

This instrument prepared by:
Record and return to:
Lynn Solomon, Esq.,
Asst. City Attorney
City of Fort Lauderdale
100 North Andrews Avenue,
Fort Lauderdale, FL 33301

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (the "Memorandum") dated this 10th day of SEPTEMBER, 2021 is by and between the CITY OF FORT LAUDERDALE, a municipal corporation of Florida (the "Lessor") and FORT LAUDERDALE PROFESSIONAL FIREFIGHTERS, INC. IAFF LOCAL 765, a Florida not-for-profit corporation (the Lessee").

WITNESSETH:

WHEREAS Lessor and Lessee entered into certain unrecorded Lease Agreement dated AUGUST 5th, 2021 as executed contemporaneously with this Memorandum (collectively, the "Lease"), for the "Premises" defined therein and attached as Exhibit "A" to this Memorandum; and

WHEREAS the parties desire to execute and record this Memorandum in the Public Records in and for Broward County, Florida to confirm certain rights, duties and responsibilities of the parties as provided in the Lease.

NOW THEREFORE, in consideration of the premises herein, the sum of ONE AND NO 00/100TH DOLLARS (\$1.00) and other good and valuable consideration in hand paid by each party to the other, the receipt and adequacy whereof is hereby acknowledged, the Lessor and Lessee do hereby acknowledge and affirm:

1. The foregoing recitals are true and correct and are incorporated herein by reference. This Memorandum is not a complete summary of the Lease. Provisions in this Memorandum shall not be used to construe or interpret Lease provisions. In the event of a conflict between this Memorandum and the Lease, the Lease shall govern and control.
2. The Term defined in Paragraph 3.1 of the Lease is fifty (50) years, commencing on the Commencement Date of August 1, 2021 and ending on July 31, 2071, unless the Term is sooner terminated pursuant to the provisions of the Lease. Notwithstanding the establishment of the Commencement Date and transfer of possession, nothing herein shall be deemed a waiver of the requirement of Lessee to satisfy the conditions set forth in the Lease or waiver of the Lessor's remedies.
3. The following is hereby stated in accordance with Florida Statutes Section 713.10 as provided in Paragraph 7.1 of the Lease:

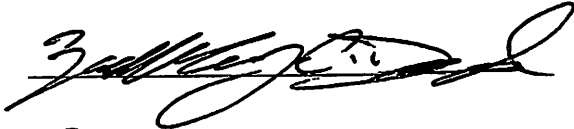
7.1 **Liens against the Leased Premises.** LESSEE shall have no power or authority to incur any indebtedness giving a right to a lien of any kind or character upon the right, title or interest of LESSOR in and to the Leased Premises, and no person shall ever be entitled to any lien, directly or indirectly derived through or under the LESSEE, or its agents, servants, employees, contractors or officers or on account of any act or omission of said LESSEE as to LESSOR's right, title or interest in and to the Leased Premises. All persons contracting with the LESSEE or furnishing materials, labor or services to said LESSEE, or to its agents or servants,

as well as all other persons shall be bound by this provision of this Lease. Should any such lien be filed, LESSEE shall discharge the same within thirty (30) days thereafter, by paying the same or by filing a bond, or otherwise, as permitted by law. LESSEE shall not be deemed to be the agent of LESSOR, so as to confer upon a laborer bestowing labor upon or within the Leased Premises or upon material men who furnish material incorporated in the construction and improvements upon the foregoing, a construction lien pursuant to Chapter 713, Florida Statutes or an equitable lien upon the LESSOR's right, title or interest in and to the Leased Premises. These provisions shall be deemed a notice under Section 713.10(2), Florida Statutes of the "non-liability" of the LESSOR.

4. Nothing contained herein shall be deemed to modify, limit, or in any way abridge or amend any term or condition of the Lease.

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

WITNESSES:



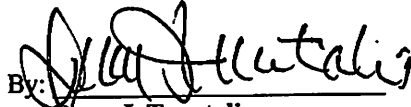
Zachary C. Doran
Witness Print Name

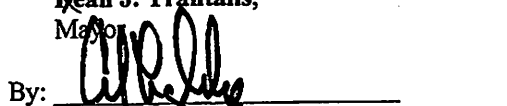
Alain E. Boileau

Amee Uauo
Witness Print Name

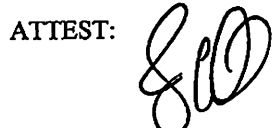
"LESSOR"

CITY OF FORT LAUDERDALE,
a Florida municipal corporation.

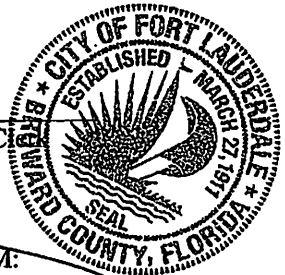
By: 
Jean J. Trantalis,
Mayor

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

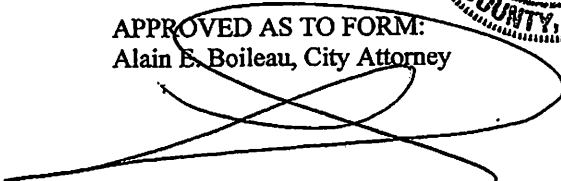
Date: August 2, 2021

ATTEST: 

Jeffrey A. Modarelli, City Clerk



APPROVED AS TO FORM:
Alain E. Boileau, City Attorney


Lynn Solomon, Assistant City Attorney

“LESSEE”

FORT LAUDERDALE
PROFESSIONAL FIREFIGHTERS,
INC. IAFF LOCAL 765, a Florida not-
for-profit corporation

WITNESSES:

[Signature]

Robert BACIC
Witness Print Name

[Signature]

KEVIN M. CRAIG
Witness Print Name

By: [Signature]

Name: J. Scott Bayne
Title: President

Date: Sept 10, 2021

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 10th day of September, 2021, by Jeffrey Scott Bayne as President of FORT LAUDERDALE PROFESSIONAL FIREFIGHTERS, INC. IAFF LOCAL 765, a Florida not-for-profit corporation, on behalf of said corporation. She is personally known to me or produced (Insert Proof of Identification) _____ as identification and did / did not take an oath.

(SEAL)

[Signature]
Notary Public signature

Name Typed, Printed or Stamped



My Commission Expires: 11/12/2024

Commission Number: HH 063172

EXHIBIT A
Legal Description

THE EAST 85.00 FEET OF THE WEST 170.00 FEET OF THE NORTH 118.00 FEET OF THE SOUTH 183.00 FEET OF PARCEL "A", "OFFICE OF THE FIRE MARSHAL - FIRE STATION NO. 5" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 146 PAGE 14 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA. CONTAINING 10,030 SQUARE FEET OR 0.2303 ACRES, MORE OR LESS.

TOGETHER WITH AN NON-EXCLUSIVE EASEMENT OF INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED LANDS:

A PORTION OF PARCEL "A", "OFFICE OF THE FIRE MARSHAL - FIRE STATION NO. 5" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 146 PAGE 14 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; TOGETHER WITH A PORTION OF THE SOUTH 50.00 FEET OF THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 49 SOUTH, RANGE 42 EAST; LYING NORTH OF THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID PARCEL "A" EAST OF THE EAST LINE OF SAID PARCEL "A" AND WEST OF THE WESTERLY RIGHT OF WAY LINE OF NORTH FEDERAL HIGHWAY, MORE PARTICULARLY DESCRIBED BELOW:

COMMENCING AT THE INTERSECTION OF THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID PARCEL "A" AND THE WEST RIGHT OF WAY LINE OF NORTH FEDERAL HIGHWAY (US 1) SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 5762.65 FEET, A CENTRAL ANGLE OF 00°03'01" AND AN ARC LENGTH OF 5.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE HAVING A RADIUS OF 5762.65 FEET, A CENTRAL ANGLE OF 00°26'56" AND AN ARC LENGTH OF 45.15 FEET; THENCE S63°16'34"W, A DISTANCE OF 47.88 FEET; THENCE S88°47'53"W, A DISTANCE OF 62.65 FEET; THENCE N86°16'22"W, A DISTANCE OF 58.19 FEET; THENCE N37°12'07"W, A DISTANCE OF 20.26 FEET; THENCE N00°52'56"W, A DISTANCE OF 42.61 FEET; THENCE S88°47'53"W, A DISTANCE OF 33.53 FEET TO A LINE THAT IS 170.00 FEET EAST OF THE WEST LINE OF SAID PARCEL "A"; THENCE S01°37'47"E ALONG SAID LINE, A DISTANCE OF 77.55 FEET; THENCE S71°07'33"E, A DISTANCE OF 30.45 FEET TO A POINT THAT IS 5.00 NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID PARCEL "A"; THENCE N88°47'53"E ALONG SAID PARALLEL LINE AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 173.00 FEET TO THE POINT OF BEGINNING.