

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, DELEGATING TO THE CITY MANAGER THE AUTHORITY TO APPROVE AND EXECUTE AMENDMENTS TO LEASE AGREEMENTS WITH LESSEES AT THE FORT LAUDERDALE EXECUTIVE AIRPORT TO DEFER RENT PAYMENTS; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

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WHEREAS, as a result of the COVID-19 pandemic, the United States Department of State instituted travel advisories and restrictions on international travel; and

WHEREAS, on March 13, 2020, Mayor Dean J. Trantalis issued a Declaration of Emergency for the City of Fort Lauderdale and instituted proactive measures in response to COVID-19; and

WHEREAS, on March 21, 2020, Broward County issued an order directing the closure of all nonessential businesses; and

WHEREAS, on March 23, 2020, Governor DeSantis issued Executive Order 20-80 directing that all persons that enter Florida whose point of departure originated from New York, Connecticut, or New Jersey, isolate or quarantine for a period of fourteen (14) days from the time of entry into the State of Florida or the duration of the person's presence in the State of Florida, whichever is shorter; and

WHEREAS, on April 1, 2020, Governor DeSantis issued Executive Order 20-91 directing that all persons in Florida limit their movements and interactions outside of their homes, only to those necessary to obtain or provide essential services or conduct essential activities; and

WHEREAS, the temporary closure of businesses and restrictions on travel have negatively impacted the economy and resulted in a reduction of income and unemployment; and

WHEREAS, the worldwide COVID-19 pandemic has caused a substantial decline in domestic and international air travel; and

WHEREAS, the City is the owner and operator of the Fort Lauderdale Executive Airport; and

WHEREAS, several lessees at the Fort Lauderdale Executive Airport have requested that the City defer rent payments due to the economic disruptions caused by COVID-19; and

WHEREAS, City staff recommends that the City Commission authorize the City Manager to approve and execute amendments to lease agreements with lessees at the Fort Lauderdale Executive Airport to defer rent payments, subject to the approval of the City Attorney's Office.

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

SECTION 1. The City Manager is hereby delegated the authority to approve and execute amendments to the Lease Agreements with lessees at the Fort Lauderdale Executive Airport to defer rent payments in substantially the form attached hereto as Exhibit "A", subject to the approval of the City Attorney's Office.

SECTION 2. That all resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. That if any clause, section, or other part of this resolution shall be held invalid or unconstitutional by any court of competent jurisdiction, the remainder of this resolution shall not be affected thereby, but shall remain in full force and effect.

SECTION 4. That this Resolution shall be in full force and effect upon final passage and adoption.

ADOPTED the \_\_\_\_ day of \_\_\_\_\_, 2020.

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Mayor  
DEAN J. TRANTALIS

ATTEST:

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City Clerk  
JEFFREY A. MODARELLI

## EXHIBIT A

### AMENDMENT TO LEASE AGREEMENT FOR PARCEL NO. \_\_\_\_ AT THE FORT LAUDERDALE EXECUTIVE AIRPORT

THIS IS THE \_\_\_\_\_ AMENDMENT TO THE LEASE AGREEMENT, made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, 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

\_\_\_\_\_, a \_\_\_\_\_  
whose principal address is \_\_\_\_\_  
(hereinafter, "LESSEE")

WHEREAS, LESSOR and LESSEE are parties to the Lease dated \_\_\_\_\_ as amended, (herein the "Lease"), which provides for the terms of the lease of Parcel No. \_\_\_\_\_ located at the Fort Lauderdale Executive Airport, situated in the City of Fort Lauderdale, Broward County, Florida and legally described in Exhibit "A" attached hereto; and

WHEREAS, the worldwide COVID-19 pandemic has caused significant disruptions to domestic and international air travel; and

WHEREAS, the LESSOR is the owner and operator of the Fort Lauderdale Executive Airport (the "Airport") and is the "airport sponsor" of the Airport under federal law; and

WHEREAS, all lessees operating at the Airport have experienced financial dislocation and varying levels of hardship as a result of the COVID-19 pandemic; and

WHEREAS, 49 United States Code (U.S.C.) § 47107(a)(13) requires airport sponsors to be as self-sustaining as possible under the circumstances at that airport (See also FAA's Grant Assurance 24, *Fee and Rental Structure*); and

WHEREAS, the FAA's *Policy and Procedures Concerning the Use of Airport Revenue*, 64 Fed. Reg. 7696, February 16, 1999, requires airport sponsors, including the City, when entering into agreements, to undertake reasonable efforts to be self-sustaining in accordance with 49 U.S.C. § 47107(a)(13); and

WHEREAS, the FAA issued guidance dated April 4, 2020 entitled "Information for Airport Sponsors Considering COVID-19 Restrictions or Accommodations" and stated therein, consistent with the above, that a core goal of airports should be "to keep the airport solvent to ensure that the airport can remain open"; and

WHEREAS, as a result of the COVID-19 pandemic, the United States Department of State instituted travel advisories and restrictions on international travel; and

WHEREAS, on March 9, 2020, Governor DeSantis issued Executive Order 20-52 declaring a State of Emergency in the State of Florida as a result of COVID-19; and

WHEREAS, on March 13, 2020, President Trump issued a proclamation declaring that COVID-19 constitutes a national emergency; and

WHEREAS, on March 21, 2020, Broward County issued an order directing the closure of all nonessential businesses; and

WHEREAS, on April 1, 2020, Governor DeSantis issued Executive Order 20-91 directing that all persons in Florida limit their movements and interactions outside of their homes, only to those necessary to obtain or provide essential services or conduct essential activities; and

WHEREAS, the temporary closure of businesses and restrictions on travel have negatively impacted the economy and resulted in a reduction of income and unemployment; and

WHEREAS, after careful analysis and consideration, the LESSOR has determined that this Amendment is the best way to accommodate the LESSEE and to achieve the goals of maintaining the Airport's financial self-sustainability as well as complying with its obligations under Section 47107(a)(13) of U.S.C. Chapter 49, the Revenue Use Policy, Grant Assurance 24 and the FAA Guidance; and

WHEREAS, amending the leases to defer rent payments is consistent with Federal Aviation Administration (FAA) guidelines and provides the Airport with an opportunity to assist with the continuity of business for all its Tenants; and

WHEREAS, as of April \_\_\_, 2020, LESSEE is current on its rent payments to the City, and LESSEE has opted to enter into this Amendment.

NOW THEREFORE, in consideration of the mutual promises, the parties agree to the terms and conditions as follows:

1. LESSOR and LESSEE agree to enter into this \_\_\_ Amendment to the Lease Agreement to defer monthly rent payments, gross rental receipt payments, and fuel fees for May 2020 and June 2020 under the Lease Agreement.

2. LESSOR and LESSEE agree that all rent payments due for May 2020 and June 2020 are deferred until and including June 30, 2020 (the "Deferment Period").
3. This deferment is conditioned upon LESSEE being current with all rent payments and continuing to operate at the Airport through the lease term.
4. Beginning on July 1, 2020, LESSEE must resume making full monthly rent payments in accordance with the terms of the Lease. Further, LESSEE must pay an additional monthly amount of \_\_\_\_\_, each month on July 1, 2020, August 1, 2020, September 1, 2020, October 1, 2020, November 1, 2020, and December 1, 2020. This additional monthly amount includes the deferred monthly rent. LESSEE must pay LESSOR all the aviation fuel fees and gross rental receipts in accordance with the Lease Agreement for May 2020 and June 2020, on or before December 1, 2020.
5. LESSEE shall immediately be in default under the Lease if LESSEE fails to comply with any of the terms of this Amendment. LESSEE shall be subject to an interest rate of 18% per annum from the original due date of any unpaid amount under this Amendment.
6. Nothing herein is intended to be, or shall be construed to be, an extension of credit to LESSEE. This Amendment does not in any manner alter the LESSEE's obligations for the payment of rent or any other fees under the Lease Agreement. This Amendment is exclusively intended to be an accommodation to change the schedule for payment of rent, aviation fuel fees, and gross rental receipt payments as stated in the recitals herein.
7. All fees and rent due and unpaid before and after the Deferment Period shall be paid as required in the Lease Agreement.
8. Except as specifically modified by this Amendment, the Lease Agreement remains in full force and effect and is hereby ratified by the LESSOR and LESSEE.
9. This Amendment shall be governed by the laws of the State of Florida and any suits and actions arising out of this Amendment shall be instituted in Broward County, Florida. This Amendment is subject and subordinate to any agreement between the CITY and the United States of America relating to the provision of grant funding for airport development.
10. If any one or more of the covenants set forth in this Amendment should be determined by a court of competent jurisdiction to be contrary to applicable law, such covenant shall be deemed and construed to be severable from the remaining covenants herein contained and shall in no way affect the validity of the remaining provisions of this Amendment.

11. All prior understandings of the Parties relating to the subject matter of this Amendment are set forth herein and no prior understandings or accommodations shall be given effect or shall be valid.
12. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original; but such counterparts shall constitute one and the same instrument.
13. This Amendment shall be recorded by LESSEE, in the Broward County Public Records at the LESSEE's sole expense, within ten (10) days of the complete execution of this Amendment. LESSEE shall provide the Airport Manager with a copy of the recorded Amendment within ten (10) days after it is recorded.

AGREED AND CONSENTED TO

**LESSOR**

WITNESSES:

CITY OF FORT LAUDERDALE

\_\_\_\_\_

By \_\_\_\_\_

CHRISTOPHER J. LAGERBLOOM,  
ICMA-CM, City Manager

\_\_\_\_\_  
[Witness print name]

\_\_\_\_\_

\_\_\_\_\_  
[Witness print name]

ATTEST:

(CORPORATE SEAL)

\_\_\_\_\_  
JEFFREY A. MODARELLI, City Clerk

Approved as to form:

\_\_\_\_\_  
SHARI C. WALLEN  
Assistant City Attorney

**LESSEE**

WITNESSES:

\_\_\_\_\_, a \_\_\_\_\_  
corporation

\_\_\_\_\_

By \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
[Witness print name]

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
[Witness print name]

By \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

[COMPANY SEAL]

STATE OF \_\_\_\_\_:

COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation.

(SEAL)

\_\_\_\_\_  
Signature of Notary Public – State of \_\_\_\_\_

\_\_\_\_\_  
Print, Type, or Stamp Commissioned Name of  
Notary Public

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_

Type of Identification Produced \_\_\_\_\_