

**ITEM # 4<sub>(2)</sub>**

**ADDITIONAL MATERIAL**  
**Regular Meeting**

**NOVEMBER 15, 2022**

**SUBMITTED AT THE REQUEST OF**  
**PUBLIC WORKS DEPARTMENT**



Public Works Department

**Real Property and Real Estate Development Division**

115 S. Andrews Avenue, Room 501 • Fort Lauderdale, Florida 33301 • 954-357-6826 • FAX 954-527-2994

## **MEMORANDUM**

**TO:** Mayor, Vice-Mayor, and Board of County Commissioners

**FROM:** Lary Mahoney, Director of Real Property and Real Estate Development

**DATE:** November 8, 2022

**SUBJECT:** Item 4, November 15, 2022, Commission Agenda  
Lease Agreement between Broward County and Dickey Consulting  
Services, Inc. for Sistrunk Cultural Center

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Attached please find an amendment to the Lease Agreement between Broward County ("County") and Dickey Consulting Services, Inc. ("Landlord") for the Sistrunk Cultural Center ("Agreement"). Sections 13.1, 13.2, and 13.3 of the Agreement have been removed so that neither the Landlord nor the County have the right to terminate the Agreement for convenience.

The Board's consideration of Item 4 will be based on the Agreement as amended by the attached amendment.

### Attachment

c: Monica Cepero, County Administrator  
Kimm Campbell, Deputy County Administrator  
Kevin Kelleher, Assistant County Administrator

presentation of an invoice certified by Landlord detailing the corrections made and the expense incurred. This provision shall not deprive Landlord of the right to recover damages for breach of this Agreement or of the right to specific performance of this Agreement.

13. **Termination.** In addition to the termination rights provided for in this Agreement, the Parties agree to the following: if at any time the County Administrator (as defined below) determines that termination of the Agreement is necessary to protect public health, safety, or welfare, the County Administrator may terminate this Agreement upon providing such notice as the County Administrator deems appropriate under the circumstances. The "County Administrator" is defined as the administrative head of Tenant pursuant to Sections 3.02 and 3.03 of the Broward County Charter. If the Agreement is terminated pursuant to this section, the Parties shall have no further obligations or rights hereunder upon the effective date of the termination, except as expressly otherwise provided in this Agreement.

~~13.1 Tenant Termination for Convenience. Tenant shall have the right to terminate this Agreement for convenience by providing written notice to Landlord at least one hundred twenty (120) calendar days before the date of termination.~~

~~13.2 Landlord Termination for Convenience. Landlord shall have the right to terminate this Agreement for convenience by providing written notice to Tenant at least one hundred twenty (120) calendar days before the date of termination.~~

~~13.3 If either Party should exercise the right to terminate this Agreement for convenience, neither Party shall have any rights or obligations hereunder upon the effective date of the termination, except as expressly otherwise provided for in this Agreement.~~

14. **Surrender Upon Termination.** Upon expiration or earlier termination of this Agreement, Landlord shall provide written notice to Tenant to peaceably surrender and deliver the Premises to Landlord. Tenant agrees that it will leave the Premises in the condition existing at the commencement of this Agreement, subject to sections 9 and 10 and reasonable wear and tear. Tenant shall allow Landlord, with prior written notice, to inspect the Premises to determine that the Premises is in the same condition existing at the commencement of this Agreement, subject to sections 9 and 10 and reasonable wear and tear.
15. **Holdover by Tenant.** Tenant may remain in possession of the Premises after expiration of this Agreement ("Holdover") only with the approval of Landlord. A Holdover will not be deemed or construed to be a renewal or extension of the Agreement. Any Holdover by Tenant shall create a month-to-month tenancy,