

**ITEM #91**

**ADDITIONAL MATERIAL**  
**Public Hearing**

**JUNE 11, 2019**

**SUBMITTED AT THE REQUEST OF**  
**PORT EVERGLADES**




PORT EVERGLADES DEPARTMENT – Chief Executive & Port Director's Office  
1850 Eller Drive, Fort Lauderdale, Florida 33316  
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**MEMORANDUM**

DATE: 6/10/19

TO: Mayor and Members  
Broward County Board of County Commissioners

FROM: Glenn A. Wiltshire  
Acting Chief Executive & Port Director 

RE: Additional Material – Agenda Item No. 91, June 11, 2019 Commission Meeting – Second Amendment to the Lease Agreement between Broward County and the South Florida Wildlife Center, Inc., FKA The Society for the Prevention of Cruelty to Animals of Broward County, Inc.

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Attached for consideration during the second public hearing is language that would be added to the Second Amendment to address the relocation of the South Florida Wildlife Center (Lessee) from its current premises on SW 4<sup>th</sup> Avenue to a new site on County property west of I-95 on SW 42<sup>nd</sup> Street adjacent to the County Animal Care and Adoption Center.

The proposed relocation provision permits the County within 90 days to provide notice of intent to relocate the Lessee. If the proposed relocation is acceptable to the Lessee, the parties will negotiate a new lease, to be executed by the County Administrator, which will have terms and conditions consistent with the current lease, have a lease term not to exceed 30 years, a rental rate not to exceed \$200 per year, and require the County to:

- a) Reimburse Lessee for its costs (in an amount not to exceed \$1,000,000) for relocating or replacing wildlife habitats;
- b) Reimburse Lessee for its out of pocket costs of relocating from the current premises to the relocation premises in excess of the costs that would have been necessary related to the required development of the current premises (in a net amount not to exceed an amount determined by the County Administrator in her reasonable discretion); and
- c) Require County to facilitate certain modifications at the relocation premises to facilitate use by Lessee.

If Lessee rejects the relocation premises, the current lease will terminate on September 30, 2020.

Staff will incorporate the final language agreed to by the Board into the Second Amendment prior to execution by the Mayor and Clerk.

Attachment

cc: Bertha Henry, Broward County Administrator  
Monica Cepero, Deputy County Administrator  
Gretchen Cassini, Assistant County Administrator  
Andrew Meyers, County Attorney  
Mark Gale, Director, Aviation Department  
Lenny Vialpando, Deputy Director, Environmental Protection and Growth Management Department  
Dan West, Director, Parks and Recreation Division  
David Anderton, Acting Deputy Port Director  
Jorge Hernández, Director of Business Administration, Port Everglades



[DRAFT]



Exhibit 1

- LEGEND**
- Building
  - Paved Area
  - Stormwater Retention
  - South Florida Wildlife Center (4.1 acres)
  - 100' Access Parcel to Boater's Park
  - Buffer Area
  - BCAD Demand Driven Expansion Area (10.4 acres)
  - Boaters Park

SOURCE: Quantum, 2016 (aerial photography); Broward County Aviation Department, 2019. PREPARED BY: Ricondo & Associates, Inc., June 2019.



Westside Development Concept

## LESSOR'S RIGHT TO RELOCATE LESSEE

At any time until ninety (90) calendar days after the Commencement Date, LESSOR, at its sole discretion, shall have the right to relocate LESSEE, its personnel, equipment, and operations to a new location within Broward County; said ninety (90) calendar days may be extended by an additional thirty (30) calendar days at the sole discretion of the County Administrator. In the case of such relocation, LESSOR shall provide LESSEE with a new location similar in size and location to the areas identified in the Westside Development Concept plan as the "Buffer Area" and the "South Florida Wildlife Center" area, copy attached hereto and incorporated herein as Exhibit 1 ("Relocation Premises"). Port Department shall provide LESSEE with written notice of LESSOR's election to relocate LESSEE, along with a description of the Relocation Premises ("Relocation Notice"), together with a survey of the Relocation Premises, a Phase 1 environmental report (if available at the time of the Relocation Notice, otherwise to be provided when completed), and a draft lease for the Relocation Premises. LESSEE must provide written notice to LESSOR of LESSEE's acceptance or rejection of the Relocation Premises within thirty (30) calendar days after the date of the Relocation Notice.

Acceptance of Relocation Premises: If LESSEE provides written notice of acceptance of the Relocation Premises, the following provisions shall apply:

Upon the date of LESSOR's receipt of LESSEE's written notice of acceptance of the Relocation Premises, the Lease Term will be automatically amended to terminate on the earlier of: i) the date LESSEE receives a final certificate of occupancy for its Wildlife Hospital and Rehabilitation Center and related improvements to be constructed by LESSEE on the Relocation Premises; or ii) six (6) years after the Commencement Date. LESSEE shall surrender possession of the Premises at the end of the Lease Term (as amended) in accordance with Section 19.A of this Lease, free and clear of all liens and encumbrances. All rent payments required to be made to LESSOR hereunder shall be prorated up to the effective termination date.

The Parties shall enter into a new lease for the Relocation Premises with a Lease Term not to exceed thirty (30) years from the date LESSEE receives a final certificate of occupancy for its Wildlife Hospital and Rehabilitation Center and related improvements to be constructed by LESSEE on the Relocation Premises, with a rental rate not to exceed Two Hundred Dollars (\$200) per lease year, with a legal description of the Relocation Premises, with provisions requiring LESSEE to provide wildlife care and rehabilitation services to the community, and with all other terms and conditions consistent with the current Lease. The new lease shall contain the following additional general terms:

- a. Reimbursement to LESSEE by LESSOR for the actual out-of-pocket cost of replacing or relocating wildlife rehabilitation habitats, which replacement would not have been necessary in the development of the current Premises, in an amount not to exceed \$1,000,000; and reimbursement to LESSEE for the out-of-pocket cost of relocating from the current Premises to the Relocation Premises in excess of the costs that would have been necessary related to the required development of the

Premises, which net amount shall not to exceed the amount to be determined by the County Administrator, in her reasonable discretion. For the foregoing reimbursements, LESSEE must furnish to County Administrator invoices, receipts, or other evidence reasonably satisfactory to County Administrator documenting with adequate specificity such out-of-pocket costs and expenses. Out-of-pocket costs and expenses shall not include LESSEE's cost and expense for removal of improvements under Section 11.B.

- b. If utilization of the Relocation Premises by LESSEE requires, as reasonably determined by LESSEE, and if requested in writing by LESSEE, LESSOR shall, to the extent permitted by applicable law: (i) fill in up to one-half acre of the canal on the Relocation Premises at LESSOR's sole cost and expense; (ii) cooperate to submit the appropriate documentation for approval of a plat note amendment to allow use of the Relocation Premises for LESSEE's purposes; (iii) provide and pay for one curb cut at the Relocation Premises (details to be agreed upon by the Parties); (iv) relocate the drainage pipe from the northeast corner of the Relocation Premises to another location as agreed upon by the Parties; and (v) provide appropriate wayfinding signage to the Relocation Premises.

The County Administrator is authorized to execute the new lease agreement for the Relocation Premises on behalf of LESSOR. The Parties agree to proceed to negotiate the new lease expeditiously and in good faith. If the Parties do not execute a new lease for the Relocation Premises within forty-five (45) calendar days after the date LESSOR receives LESSEE's written notice of acceptance of the Relocation Premises, LESSEE shall be deemed to have rejected the Relocation Premises pursuant to the provision below.

Rejection of Relocation Premises: If LESSEE rejects the Relocation Premises or fails to provide written notice of acceptance within thirty (30) calendar days after the date of the Relocation Notice, the following provisions shall apply: This Lease shall be effectively terminated on September 30, 2020, and LESSEE shall surrender possession in accordance with Section 19.A of this Lease, free and clear of all liens and encumbrances. Such termination of this Lease shall be without financial penalty to LESSEE. All rent payments required to be made to LESSOR hereunder shall be prorated up to the effective termination date.

AAD

5/28/19, 6/10/19

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