

SUNRISE, FLORIDA

2021 MAY 11 PM 8:45

RESOLUTION NO. 19-115-21-A

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "FIRST AMENDMENT TO SUBLEASE" BETWEEN THE CITY OF SUNRISE AND STATE REPRESENTATIVE DAN DALEY FOR OFFICE SPACE; FINDING A PUBLIC PURPOSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, via Resolution No. 19-115, the City entered into a Sublease with State Representative Dan Daley for office space in the Community Development Department Building located at 1601 NW 136th Avenue, Building A; and

WHEREAS, the parties wish to enter into a First Amendment to the Sublease to extend the term; and

WHEREAS, the First Amendment to Sublease is contingent on the City's Landlord providing its written consent to the First Amendment.

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

Section 1. A "First Amendment to Sublease" (First Amendment) between the City of Sunrise and Dan Daley for office space in the Community Development Department Building, which is located at 1601 NW 136th Avenue, Building A, is hereby approved contingent on the City's Landlord providing its written consent to the First Amendment. A copy of the First Amendment will be attached hereto and made a part of this Resolution as Exhibit "A." Should the City's Landlord require changes to the First Amendment, those changes may be approved by the City Manager and the City Attorney, and the City Manager shall provide the City Clerk with a copy of the revised First Amendment.

Section 2. The City Commission of the City of Sunrise finds that the First Amendment with Representative Daley serves a public purpose as it would benefit the City's residents by making Representative easily accessible to the City's residents and to residents within Representative Daley's District.

Section 3. The Mayor is hereby authorized to execute the First Amendment. Should State Representative Daley be re-elected to a new term, the Mayor is further authorized to execute extensions or renewals, provided they are allowed by the City's Landlord, and subject to the review and approval of the City Manager and City Attorney. The City Manager shall provide a copy of any extension or renewal to the City Clerk.

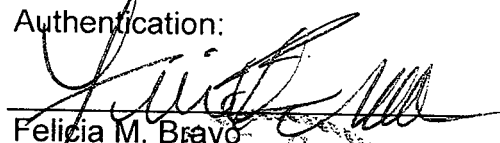
Section 4. Effective Date. This Resolution shall be effective upon the City's receipt of the Landlord's written consent to the First Amendment. Once effective, the First Amendment shall be retroactive to November 3, 2020.

PASSED AND ADOPTED this 11TH DAY of MAY, 2021.



Mayor Michael J. Ryan

Authentication:



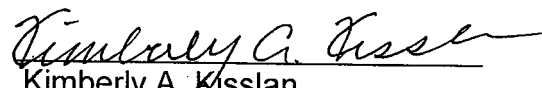
Felicia M. Bravo
City Clerk



MOTION: KERCH
SECOND: GUZMAN

DOUGLAS: YEA
GUZMAN: YEA
KERCH: YEA
SCUOTTO: YEA
RYAN: YEA

Approved by the City Attorney
as to Form and Legal Sufficiency



Kimberly A. Kisslan

CITY CLERK
CITY OF SUNRISE
2021 JUN -2 PM 2:32

FIRST AMENDMENT TO SUBLEASE

THIS FIRST AMENDMENT TO SUBLEASE ("First Amendment"), is effective as of the 3rd day of November, 2020, by and between CITY OF SUNRISE, FLORIDA, a Florida municipal corporation, having an address at c/o City Manager's Office, 10770 West Oakland Park Boulevard, 5th Floor, Sunrise, Florida 33351 ("Sublessor" or "SUBLESSOR"), and DAN DALEY, having an address of 1601 NW 136TH Avenue, Building A, Sunrise, Florida 33323 ("Sublessee" or "SUBLESSEE").

WITNESSETH:

A. WHEREAS, BOF FL Sawgrass Tech Park, LLC, a Delaware limited liability company ("Landlord"), as landlord and as successor-in-interest to N/S Sawgrass Office Associated, LLC,, and Sublessor, as tenant, are parties to that certain Lease Agreement dated February 16, 2007, as amended by that certain First Amendment to Lease Agreement dated November 26, 2008, that certain Second Amendment to Lease Agreement dated June 24, 2009, that certain Third Amendment to Lease Agreement dated February 11, 2014, that certain Fourth Amendment to Lease Agreement dated May 31, 2019 (the "Fourth Amendment"), and the Consent to Sublease (collectively, the "Master Lease"); and

B. WHEREAS, pursuant to Section 12.1 of the Master Lease and the Consent to Sublease, Landlord consented to Sublessor's Sublease with Sublessee; and

C. WHEREAS, Sublessee has remained in the Subleased Premises since his November 3, 2020 re-election to the State of Florida House of Representatives for his last term; and

D. WHEREAS, the Sublease expired on November 3, 2020 and the parties wish to enter into a First Amendment to the Sublease to reinstate the Sublease and extend the term through November 8, 2022, contingent upon Landlord's written consent.

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, it is hereby mutually agreed by and between the Parties as follows:

1. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Sublease. The recitals in this First Amendment are incorporated herein by this reference.
2. The following section of the Sublease is hereby amended to add the language in underscore and to remove the language in strikethrough:

1. DESCRIPTION, TERM, TERMINATION AND RENT:

SUBLESSOR hereby subleases unto SUBLESSEE approximately 212 square feet of office space consisting of one (1) office generally located in the NE corner of the SUBLESSOR's Community Development Department

as more particularly described in Exhibit "A" to this Sublease (the "Subleased Premises"), for a term commencing on the date the Sublease is fully executed by the parties and terminating on ~~November 3, 2020~~ November 8, 2022 (the "Sublease Term"); however, SUBLESSEE will be provided with up to ten (10) additional business days to vacate the premises, which will be charged at a pro-rated rate. ~~The Sublease Term may be extended beyond November 3, 2020 by written amendment provided that, as of the effective date of said amendment, SUBLESSEE is a member of the State of Florida House of Representatives and provided the Sublease Term does not extend past the term of the Master Lease.~~ Either Party may terminate this Sublease by providing the other Party with thirty (30) days' written Notice of Termination. SUBLESSEE covenants to pay to SUBLESSOR, or its duly authorized agent, Five Hundred Dollars (\$500.00) each month during the term. Rent shall be payable to the City of Sunrise, c/o the Finance and Administrative Services Department, 10770 West Oakland Park Boulevard, Sunrise, FL 33351, or at such other place as may be designated in writing by SUBLESSOR to SUBLESSEE, in advance, without demand, on the 15th day of each month during said term. This Sublease is conditioned upon SUBLESSEE remaining a member of the State of Florida House of Representatives. In the event SUBLESSEE resigns or his status as a member of the State of Florida House of Representatives terminates, this Sublease shall immediately terminate and SUBLESSEE shall have ten (10) days from the date of termination to vacate the Subleased Premises.

SUBLESSEE shall be responsible for payment of any taxes, including but not limited to sales tax and ad valorem tax, arising out of this Sublease.

3. Except as modified by this First Amendment, the remainder of the Sublease Agreement shall remain in full force and effect. Any portion of the Sublease Agreement that is inconsistent with this First Amendment is hereby amended to be consistent with this First Amendment. All of the provisions hereof shall inure to the benefit of and be binding upon SUBLESSOR and SUBLESSEE, and their personal representatives, heirs, successors and assigns. This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, it being understood that all parties need not sign the same counterparts.
4. Sublessor's Landlord requires a fully executed First Amendment before Landlord will provide its written consent to the First Amendment. Even though the parties will have executed the First Amendment, it will not become effective unless and until the Landlord provides its written consent to the First Amendment. Upon receipt of the Landlord's written consent, this First Amendment shall be effective retroactive to November 3, 2020.

IN WITNESS WHEREOF, SUBLESSOR and SUBLESSEE have executed this Sublease on the dates hereinafter subscribed.

SUBLESSOR

Executed by SUBLESSOR on May 25, 2021

CITY OF SUNRISE, FLORIDA,
a Florida municipal corporation



Michael J. Ryan, Mayor

ATTEST:



Felicia M. Bravo, City Clerk

Resolution No. 19-115-21-A



Approved as to form for the City

By: 

Kimberly A. Kisslan, as City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 25th day of May, 2021, by Michael J. Ryan,
as Mayor of the City of Sunrise.

(SEAL)



BERNITA D SHERROD
Commission # GG 253679
Expires October 5, 2022
Bonded Thru Budget Notary Services



Signature of Notary Public – State of Florida

Bernita D. Sherrod

Print, type of stamp commissioned name of
Notary Public

Personally Known OR Produced Identification
Type of Identification Produced _____

SUBLESSEE

Albani Belandria

Witness

Emil Snyel

Witness

DAN DALEY

[Signature]

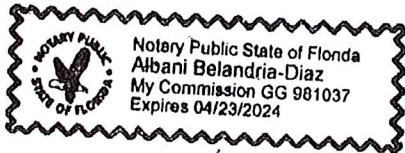
Dan Daley

Date: May 4, 2021

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 4 day of May, 2021, by Dan Daley.

(SEAL)



Albani Belandria

Signature of Notary Public – State of Florida

Albani Belandria-Diaz

Print, type of stamp commissioned name of
Notary Public

Personally Known OR Produced Identification

Type of Identification Produced _____