

LETTER TO THE COMMISSION

LTC No: 26-056

TO: Honorable Mayor and Members of the Fort Lauderdale City Commission
FROM: Rickelle Williams, City Manager *RW*
DATE: March 4, 2026
SUBJECT: **City Hall Project Update – Lease Agreement for Early Access and Site Due Diligence**

The purpose of this Letter to the Commission (LTC) is to provide an update on the City Hall project. At the March 3, 2026, City Commission Conference Meeting, there was an inquiry about the status of the City Hall project and the associated agreement for access to the site for due diligence. As shared with the City Commission during yesterday's Conference Meeting, the City will be providing site access via a Lease Agreement (Agreement) with CORE Construction Services of Florida, LLC (CORE) for limited access to City-owned property located at 100 North Andrews Avenue (the "Property") in connection with the proposed City Hall project.

CORE is a member of the FTL City Hall Partners, LLC development team and is undertaking preliminary preconstruction, programming, design refinement, and due diligence activities related to the Property. The Agreement grants CORE a limited leasehold interest solely for the purpose of conducting investigation, inspection, testing, surveys, geotechnical borings, environmental assessments, subsurface utility investigations, engineering assessments, and other customary pre-development and design-related activities.

Authority to execute this Agreement is provided under Section 2-63 of the City of Fort Lauderdale Code of Ordinances, which authorizes the City Manager to lease City property for periods not exceeding one (1) year, upon forms approved as to form and correctness by the City Attorney and attested by the City Clerk. The proposed Agreement complies with this requirement. Although early site access for prior City initiatives has been approached via a license agreement, the City Attorney's Office has opined that for the City Hall project, a lease agreement is the appropriate instrument.

The Agreement includes indemnification provisions, insurance requirements, restoration obligations, public records compliance provisions, environmental responsibility allocations, and preservation of sovereign immunity.

Pursuant to the proposed Agreement, no work may occur without prior written authorization from the City through issuance of a Notice to Proceed (NTP). All entry and

activities are undertaken at CORE's sole risk. If the City does not enter into an Interim Agreement, CORE bears all costs. If an Interim Agreement is executed, reimbursement of authorized due diligence costs will be governed solely by the terms of that agreement.

City staff developed a standardized NTP Request & Authorization Form for the City Hall Project. The form requires identification of third parties accessing the Property, detailed scope of work, schedule, site impacts, insurance certification, and formal City authorization prior to commencement of any activity.

The Agreement term commences upon execution and terminates upon the earlier of:

1. One (1) year;
2. Execution of an Interim Agreement with FTL City Hall Partners, LLC;
3. City decision to not enter into an Interim Agreement;
4. Termination by the City upon thirty (30) days' written notice; or
5. Termination pursuant to emergent conditions as defined in the Agreement.

If you have any questions, please contact Ben Rogers, Assistant City Manager, at BRogers@fortlauderdale.gov or (954) 828-3781.

c: Shari McCartney, City Attorney
David R. Soloman, City Clerk
Patrick Reilly, City Auditor
City Manager's Office
Department Directors