

Exhibit 1

LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into this ____ day of _____, 2020, by and between the CITY OF COCONUT CREEK, Florida, a municipal corporation (hereinafter ("CITY")) and CHRISTINE HUNSCHOFSKY, STATE REPRESENTATIVE of the Florida House of Representatives (hereinafter "REPRESENTATIVE").

WITNESSETH

NOW, THEREFORE, in and for mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

1. It is the intent of the CITY and the REPRESENTATIVE to provide the REPRESENTATIVE a legislative office at Coconut Creek Government Center.

2. That the CITY does hereby lease to the REPRESENTATIVE and the REPRESENTATIVE does hereby hire and take from the CITY that office space located within the Coconut Creek Government Center, described and set forth in the plan and diagram attached hereto and made a part hereof as Exhibit "A". Said premises is leased specifically and solely for the purposes of providing the REPRESENTATIVE with an office to carry out the duties and responsibilities of representing the electors of Florida House District 96 and for no other purposes or uses whatsoever.

3. The term of the Lease Agreement shall be for a period of two years commencing November 4, 2020 and terminating November 8, 2022. Notwithstanding anything herein to the contrary, this lease shall automatically terminate immediately upon the REPRESENTATIVE no longer being a member of the State of Florida Legislature. This may be renewed for up to two (2) additional two (2)-year terms with the advanced written approval of the City Manager.

4. That the REPRESENTATIVE shall pay to the CITY rent in the amount of Five Hundred Dollars and 00/100 (\$500.00) per month for the term of the Lease Agreement. The payment of rent shall be due on the first day of each and every month at the office of the Coconut Creek Finance and Administrative Services Department. Rent shall include access keys, all utilities, a designated parking space, and cleaning and maintenance services. Rent shall not include facsimile machines, computers or any other equipment, or telephone equipment or service, which the REPRESENTATIVE shall install and pay for any and all costs, related to the use thereof.

5. Upon termination, the REPRESENTATIVE shall remove all furniture, equipment, telephone equipment, and personal property within ten (10) days of the

termination date from the leased premises. All notices for termination, or otherwise, shall be mailed to:

CITY OF COCONUT CREEK
City Manager
4800 West Copans Road
Coconut Creek, Florida 33063

REPRESENTATIVE
CHRISTINE HUNSCHOFSKY
4800 West Copans Road
Coconut Creek, Florida 3063

6. That the REPRESENTATIVE-ELECT shall not assign this lease, nor sublet the premises or any part thereof, nor use the same or any part thereof, nor permit the same or any part thereof, to be used for any other purpose than as stipulated in Paragraph 2 of this Lease Agreement, nor make any alterations therein, without the written consent of the CITY.

7. That the REPRESENTATIVE shall provide all her own personnel, furnishing, supplies, equipment, and personal property for the leased premises.

8. That all property defined in Paragraph 7, placed or moved into the premises above-described shall be at the risk of the REPRESENTATIVE and the CITY shall not be liable for any theft or damage to said property for any reason, including water or leakage, or from any act of negligence of the CITY, its agents or employees, or of any other reason with regard thereto.

9. That in the event the premises shall be destroyed or so damaged or injured by fire or other casualty during the life of this Lease Agreement, whereby the same shall be rendered untenable, then the CITY shall have the right to render said premises tenable by repairs within ninety (90) days there from. In the event said premises is not rendered tenable within said time, it shall be optional with either party hereto to terminate this Lease Agreement and, in the event of such cancellation, the rent shall be paid only to the date of such fire or casualty. The cancellation herein mentioned shall be evidenced in writing. In the event that only a portion of the premises is destroyed or damaged or injured by fire or other casualty during the life of this Lease Agreement, then the rent amount referenced in Paragraph 4. of this Agreement may be reduced to take into account any portion of the premises that are rendered untenable.

10. That the CITY, or any of its agents or employees, shall have the right to enter said premises during all reasonable hours, to examine same and to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort or preservation thereof, or of said building.

11. That the REPRESENTATIVE hereby accepts the premises in the condition therein at the beginning of this Lease Agreement and agrees to maintain said premises in the same condition, order and repair as they are at the commencement of said term, accepting only reasonable wear and tear arising from the use thereof under this Lease Agreement and to make good to the CITY immediately upon demand, any damage or

injury to the premises or that part of the interior building structure wherein the premises is located.

12. That it is expressly agreed and understood by and between the parties to this Lease Agreement that the CITY shall not be liable for any injury or death resulting to the REPRESENTATIVE, her employees or to any other person entering the City Hall Municipal Complex or the leased premises.

13. That the REPRESENTATIVE hereby agrees not to place any signs of any nature upon the leased premises or the City Hall Municipal Complex without the written approval of the City Manager.

14. This leased premise has been designated as a "no-smoking" area. REPRESENTATIVE hereby agrees to continue to designate the leased premises as a no-smoking area. REPRESENTATIVE hereby agrees to abide by all rules and regulations of City Hall as promulgated by the City Manager or the City Commission from time to time.

15. That it is understood and agreed between the parties hereto that time is of the essence of this agreement and this applies to all terms and conditions contained herein.

16. That the rights of the CITY under the foregoing shall be cumulative and failure on the part of the CITY to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

17. Insurance. Commercial General Liability insurance, that covers commercial general liability, premises-operations, contractual insurance, broad form property damage, independent contractors, and personal injury, with limits not less than \$1,000,000.00 each occurrence combined single limit for Bodily Injury and Property Damage, and in the aggregate \$2,000,000.00. Policies must include cross liability and severability of interest clause. This policy of insurance shall be written in an "occurrence" based format.

- a. General. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit and provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above. A waiver of subrogation in favor of the City applies to the general liability policy.
- b. Should any required insurance lapse during the Contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option terminate this Agreement effective on the date of such

lapse of insurance. All policies shall be endorsed to provide thirty (30) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:

City of Coconut Creek
Attn: Risk Manager
4800 West Copans Road
Coconut Creek, Florida 33063

- c. General Liability policies shall be endorsed to provide the following:
- (1) Name as additional insured the City of Coconut Creek and its Officers, Agents, Employees and Commission Members.
 - (2) That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that insurance applies separately to each insured against whom claims are made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.
 - (3) Certificates of Insurance, in form and evidencing all required insurance and endorsements, shall be submitted by REPRESENTATIVE with this executed Agreement. The issuing agency shall include full name, address and telephone number in each insurance certificate issued.
- d. Insurance Company and Agent. All insurance policies herein required of the Vendor shall be written by a company with a A.M. Best rating of A-VII or better that is duly authorized and licensed to do business in the State of Florida and shall be executed by agents, thereof that are duly licensed as agents in said state.
18. Law, Jurisdiction, and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.
19. Attorney's Fees. If either party commences any legal action or proceeding to enforce, interpret or construe this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and court costs, as determined by the court.
20. That the terms contained herein constitute the complete agreement between the parties and any amendments, alterations and/or changes thereto, shall be valid only if approved by the City Commission and in writing, executed by the parties, in equal dignity herewith.

CITY OF COCONUT CREEK, FLORIDA

By: _____
Karen M. Brooks, City Manager

Approved as to Legal Sufficiency
and Form:

ATTEST:

By: _____
Leslie Wallace May, City Clerk

By: _____
Terrill C. Pyburn, City Attorney

WITNESSES:

Witness 1:

[Witness print/type name]

Witness 2:

[Witness print/type name]

REPRESENTATIVE
CHRISTINE HUNSCHOFSKY

[Print Name]

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2020, by CHRISTINE HUNSCHOFSKY.

Notary Public, State of Florida (Signature
of Notary Taking Acknowledgment)

(NOTARY SEAL)

Name of Notary Typed, Printed or Stamped
 personally known to me or
 has produced identification:
Identification _____

EXHIBIT "A"

