

ORDINANCE NO. 2014-008

AN ORDINANCE OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE ATTACHED FIRST AMENDMENT TO THE LEASE AGREEMENT FOR A 911 EMERGENCY DISPATCH CENTER DATED SEPTEMBER 25, 2013 BETWEEN THE CITY OF COCONUT CREEK AND BROWARD COUNTY FOR LEASE OF REAL PROPERTY LOCATED WITHIN THE CITY OWNED PROPERTY AT 4900 WEST COPANS ROAD, COCONUT CREEK; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Of Coconut Creek ("Landlord"), and Broward County, ("Tenant") entered into that certain lease agreement dated September 25, 2013 ("Lease") for a portion of the building owned by Landlord located at 4900 West Copans Road, Coconut Creek for the northern Consolidated Regional E-911 Communications System; and

WHEREAS, the parties wish to amend the Lease terms by modifying the configuration and location of the leased premises within the City owned building; and

WHEREAS, the City Commission of the City of Coconut Creek finds it to be in the best interest of the citizens of the City to modify the leased space;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF COCONUT CREEK, FLORIDA:

Section 1: That the parties have agreed to amend the terms of the Lease to remove Room 245 from the leased premises and to add Room 201 to the leased premises as set forth more completely in the First Amendment to Lease Agreement between City of Coconut Creek and Broward County for lease of real property for a 911 Emergency Dispatch Center a/k/a Public Safety Answering Point ("PSAP") attached hereto as exhibit "A" and made a part hereof.

Section 2: That the Mayor is hereby authorized to execute said First Amendment to Lease Agreement on behalf of the City.


Section 3: That in the event any provision or application of this Ordinance shall be held to be invalid, it is the legislative intent that the other provisions and applications hereof shall not be thereby affected.

Section 4: That all Ordinances or parts of Ordinances in conflict herewith are to the extent of said conflict, hereby repealed.

Section 5: That this Ordinance shall be in full force and effect immediately upon its passage and adoption.


PASSED FIRST READING THIS 10th DAY OF April, 2014

PASSED SECOND READING THIS 8th DAY OF May, 2014



Lisa K. Aronson, Mayor

Attest:


Leslie Wallace May
City Clerk

	1 st	2 nd
Aronson	<u>Aye</u>	<u>Aye</u>
Tooley	<u>Aye</u>	<u>Aye</u>
Sarbone	<u>Aye</u>	<u>Absent</u>
Belvedere	<u>Aye</u>	<u>Aye</u>
Welch	<u>Aye</u>	<u>Aye</u>

FIRST AMENDMENT
to
LEASE AGREEMENT
between
CITY OF COCONUT CREEK
and
BROWARD COUNTY
for
LEASE OF REAL PROPERTY FOR A 911 EMERGENCY DISPATCH CENTER
(ALSO KNOWN AS PUBLIC SAFETY ANSWERING POINT "PSAP")

This is a First Amendment ("First Amendment") to the Lease between the CITY OF COCONUT CREEK, a Florida municipal corporation ("LANDLORD"),

AND

BROWARD COUNTY, a political subdivision of the State of Florida, by its Board of County Commissioners ("TENANT") (collectively, the "Parties").

WHEREAS, the Parties entered into a Lease Agreement, dated September 25, 2013, for the lease of real property for a 911 emergency dispatch center; and

WHEREAS, the Parties desire to change the leased Premises; and

WHEREAS, the Parties desire to remove Room 245 from the leased Premises, which measures approximately 445 square feet, so that LANDLORD can use Room 245 for teletype operations; and

WHEREAS, the Parties desire to add Room 201 to the leased Premises, which measures approximately 226 square feet, to provide TENANT with a better configuration for its equipment and staff, NOW, THEREFORE,

IN CONSIDERATION of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree to amend the Lease as follows:

1. The recitals set forth in the preamble to this First Amendment are true, accurate, and deemed as being incorporated herein by this reference as though set forth in full hereunder.
2. Paragraph 1 of the Lease is hereby amended as follows:
 1. DESCRIPTION, TERM, RENEWALS, AND RENT:

LANDLORD hereby leases unto TENANT approximately six thousand six hundred ~~twentyfour~~ hundred (6,620400) square feet at the address of 4900 West Copans Road, situate in the City of Coconut Creek, County of Broward, State of Florida, as more particularly described in Exhibit "A-1," attached hereto and made a part hereof ("Premises"), for the initial term of five (5) years commencing on the 1st day of October, 2013 ("Commencement Date"), and terminating on the last day of September, 2018.

The term of this Lease may be extended, at the option of TENANT, acting through its County Administrator, and upon the written consent of LANDLORD, acting through its City Manager or duly authorized designee, for up to five (5) successive renewal term(s) of five (5) years each for up to a total of twenty-five (25) additional years. Such option to extend shall be exercised by TENANT giving written notice by certified U.S. mail to LANDLORD not less than six (6) months prior to the expiration of the then existing term. LANDLORD shall have a period not to exceed thirty (30) days ("Notice Period") from receipt of TENANT's notice to send written notice as to whether or not LANDLORD consents to the extension. Failure of the LANDLORD to timely respond shall be deemed a consent to the extension of the Lease. LANDLORD's notice shall be deemed timely if postmarked within the Notice Period. Each renewal term shall be for five (5) years, and shall be upon the same terms and conditions as provided in this Lease for the initial term except that the rent shall be as described in the attached Exhibit "B-1," attached hereto and made a part hereof.

~~The total rental value for the term of the Lease, plus five additional renewal terms exercised pursuant to this Section, shall be Four Million Six Hundred Nineteen Thousand One Hundred Thirty Nine Dollars and Ninety Two Cents (\$4,619,139.92), lawful money of the United States, which TENANT covenants to pay to LANDLORD or its duly authorized designee, payable in equal monthly installments as set forth in Exhibit "B-1," attached hereto and made a part hereof, in advance, without demand, and on the first day of each month during said term, at LANDLORD's office located at 4800 West Copans Road, Coconut Creek, FL 33063, or at such other place as may be designated in writing by LANDLORD to TENANT.~~

TENANT agrees to pay during the Lease term to LANDLORD the rent set forth on Exhibit "B-1," which is attached hereto and made a part hereof. The rent payable during each calendar year or portion thereof during the Lease term shall be due and payable in equal monthly installments on the first day of each calendar month during the Lease term of this Lease and any properly executed extension thereof, and TENANT hereby agrees to pay such rent to LANDLORD at LANDLORD's office located at 4800 West Copans Road, Coconut Creek, FL 33063, or at such other place as may be designated in writing by LANDLORD to TENANT pursuant to the NOTICES provision. TENANT agrees to pay all such sums in advance, and without notice or demand. If the Lease Term commences on a day other than the first day of a month or terminates on a day other than the last day of a month, then the installments of rent for such month or months shall be prorated based on a thirty (30) day month.

If LANDLORD provides to TENANT documentation at the conclusion of any term of this Lease which reasonably demonstrates to TENANT that the future rental amounts to be paid by TENANT pursuant to Exhibit "B-1" are insufficient to pay for LANDLORD's actual costs for maintaining and leasing the Premises to TENANT pursuant to the Lease terms, LANDLORD and TENANT agree to enter into good faith negotiations for a Lease amendment to establish a new rent schedule.

3. Exhibit "A" of the Lease is hereby deleted and replaced with Exhibit "A-1," attached hereto and made a part hereof. All references to Exhibit "A" shall be deemed to reference Exhibit "A-1."
4. Exhibit "B" of the Lease is hereby deleted and replaced with Exhibit "B-1," attached hereto and made a part hereof. All references to Exhibit "B" shall be deemed to reference Exhibit "B-1."
5. In the event of any conflict or ambiguity between this First Amendment and the Lease, the Parties hereto hereby agree that this document shall control.
6. Except as modified herein, all terms and conditions contained within the Lease shall remain in full force and effect and are incorporated herein by this reference.
7. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Lease.
8. The Lease, as modified by this document, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this document that are not contained in the Lease, as modified by this document. Accordingly, the Parties agree that no deviation from the terms

hereof shall be predicated upon any prior representations or agreements, whether oral or written.

9. Preparation of this First Amendment has been a joint effort of the Parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.
10. Each individual executing this First Amendment on behalf of a party hereto hereby represents and warrants that he/she is, on the date he/she signs this First Amendment, duly authorized by all necessary and appropriate action to execute this First Amendment on behalf of such party and does so with full legal authority.
11. The Lease, as amended, is hereby ratified and confirmed.
12. Multiple originals of this First Amendment may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.
13. The effective date of this First Amendment to the Lease shall be on the date it is fully executed by both parties.

[THE REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, LANDLORD and TENANT have executed this First Amendment to the Lease on the dates hereinafter subscribed.

LANDLORD: CITY OF COCONUT CREEK

Executed by LANDLORD

on May 20, 2014.

BY: Lisa K. Aronson
Lisa K. Aronson, Mayor

ATTEST: Leslie Wallace May
Leslie Wallace May, City Clerk

APPROVED AS TO FORM:

Patricia A. Rattburn
Paul S. Stuart City Attorney (Assistant)
PATRICIA A. RATTBURN

IN WITNESS WHEREOF, the Parties hereto have made and executed this Fourth Amendment to the Lease: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 24th day of June, 2014, and the CITY OF COCONUT CREEK signing by and through its Mayor, duly authorized to execute the same.

TENANT

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

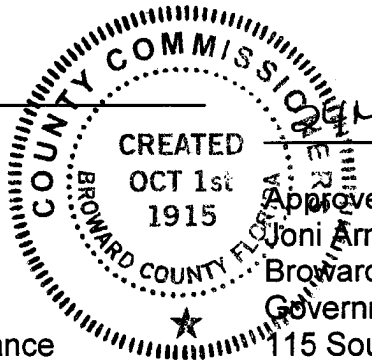
Broward County Administrator, as Ex-officio Clerk of the Broward County Board of County Commissioners

BY: 

Mayor


County Administrator

day of June, 2014



Approved as to Insurance Requirements by Risk Management Division

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, FL 33301
Telephone: (954)357-7600
Telecopier: (954) 357-7641


Authorized Signature (Date)

Risk Management Division


Jacqueline A. Binns

Risk Insurance and

Contracts Manager

BY:  6/2/14

Carlos Rodriguez-Cabarrocas (Date)
Assistant County Attorney

BY:  6/2/14

Noel M. Pfeffer (Date)
Deputy County Attorney

EXHIBIT "B-1"

This rent shown below for the first five years was applicable until the effective date of the 1st Amendment.

Initial Term in 2013	Year:	1	2	3	4	5
Begin Dates:		10/1/2013	10/1/2014	10/1/2015	10/1/2016	10/1/2017
Rent (per month):	\$9,488.45	\$9,488.45	\$9,678.22	\$9,871.79	\$10,069.22	\$10,270.61
1st Year (per year):	\$113,861.44					
Escalation % per year:	2.00%	\$113,861.44	\$116,138.67	\$118,461.44	\$120,830.67	\$123,247.28

The revised rent (below) becomes effective the first month after the 1st Amendment is signed by both parties, and increases on October 1st each year.

Initial Term Revised due to 1st Amendment	Year:	1	2	3	4	5
Begin Dates:		10/1/2013	10/1/2014	10/1/2015	10/1/2016	10/1/2017
Rent (per month):	\$9,118.93	1st Year Rent \$9,118.93	\$9,301.31	\$9,487.33	\$9,677.08	\$9,870.62
1st Year (per year):	\$109,427.14	adjusted due				
Escalation % per year:	2.00%	to exchange of space-Amend. 1	\$109,427.14	\$111,615.68	\$113,848.00	\$116,124.96
Rent Initial 5-yr Term:		\$569,463.23				

Initial Term	Year:	6	7	8	9	10
Begin Dates:		10/1/2018	10/1/2019	10/1/2020	10/1/2021	10/1/2022
Monthly Rent		\$10,068.03	\$10,269.39	\$10,474.78	\$10,684.28	\$10,897.96
Annual Rent		\$120,816.40	\$123,232.73	\$125,697.39	\$128,211.34	\$130,775.56
Rent 1st Renewal Term:		\$628,733.42				

2nd Renewal Term	Year:	11	12	13	14	15
Begin Dates:		10/1/2023	10/1/2024	10/1/2025	10/1/2026	10/1/2027
Monthly Rent		\$11,115.92	\$11,338.24	\$11,565.01	\$11,796.31	\$12,032.23
Annual Rent		\$133,391.07	\$136,058.89	\$138,780.07	\$141,555.67	\$144,386.79
Rent 2nd Renewal Term:		\$694,172.50				

3rd Renewal Term	Year:	16	17	18	19	20
Begin Dates:		10/1/2028	10/1/2029	10/1/2030	10/1/2031	10/1/2032
Monthly Rent		\$12,272.88	\$12,518.33	\$12,768.70	\$13,024.08	\$13,284.56
Annual Rent		\$147,274.52	\$150,220.01	\$153,224.41	\$156,288.90	\$159,414.68
Rent 3rd Renewal Term:		\$766,422.53				

4th Renewal Term	Year:	21	22	23	24	25
Begin Dates:		10/1/2033	10/1/2034	10/1/2035	10/1/2036	10/1/2037
Monthly Rent		\$13,550.25	\$13,821.25	\$14,097.68	\$14,379.63	\$14,667.22
Annual Rent		\$162,602.97	\$165,855.03	\$169,172.13	\$172,555.58	\$176,006.89
Rent 4th Renewal Term:		\$846,192.41				

5th Renewal Term	Year:	26	27	28	29	30
Begin Dates:		10/1/2038	10/1/2039	9/30/2040	10/1/2041	10/1/2042
Monthly Rent		\$14,960.57	\$15,259.78	\$15,564.98	\$15,876.27	\$16,193.80
Annual Rent		\$179,526.82	\$183,117.36	\$186,779.71	\$190,515.30	\$194,325.81
Rent 4th Renewal Term:		\$934,264.79				

Exhibit "B-1"

Leased Space Area Calculations

Coconut Creek

2nd Floor Exclusive LEASED Space

A	82.00	x	46.50	=	3,813.0	Sq Ft.	
B	14.00	x	17.50	=	245.0	Sq Ft.	
E	14.33	x	12.50	=	179.1	Sq Ft.	Room 201*
	12.50	x	7.50	Divided by 2	46.9	Sq Ft.	

4,284.0 Sq Ft. Leased Space 2nd Floor

1st Floor Exclusive LEASED Space

D	13.40	x	17.25	=	231.2	Sq Ft.	
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231.2 Sq Ft. Leased Space 1st Floor

F	38.00	x	25.75	=	978.5	Sq Ft.	
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G	17.50	x	25.75	=	450.6	Sq Ft.	
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H	19.00	x	24.00	=	456.0	Sq Ft.	
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4,515.15	Square Feet Exclusive Leased Space	@	\$20.05	=	\$90,528.76

* NOTE: Changes in 2014: BC gave Room 245 (445.5 sq.ft.) (previously item C), back to City, and County gained Room 201 (226 sq.ft.) Item E above. A loss to the County of 219.50 square feet.