

ORDINANCE NO. 2013-017

AN ORDINANCE OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE ATTACHED LEASE WITH BROWARD COUNTY, FLORIDA, FOR THE NORTHERN CONSOLIDATED REGIONAL E-911 COMMUNICATIONS SYSTEM TO BE LOCATED IN THE CITY-OWNED BUILDING AT 4900 WEST COPANS ROAD, COCONUT CREEK, FLORIDA; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

**WHEREAS**, Broward County has requested to lease space at the City-owned building located at 4900 West Copans Road, Coconut Creek, Florida, for the northern Consolidated Regional E-911 Communications system; 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 lease such space to Broward County;

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

**Section 1:** That Broward County has requested to lease space in the City-owned building located at 4900 West Copans Road, Coconut Creek, Florida, for the northern Consolidated Regional E-911 Communications System, and the City Commission finds and determines that it is in the best interest of the citizens of the City to lease such space to Broward County.

**Section 2:** That the Mayor is hereby authorized to execute said Lease Agreement between the City and Broward County attached hereto and made a part hereof 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4:** That all Ordinances or parts of Ordinances in conflict herewith are to the extent of said conflict, hereby repealed.

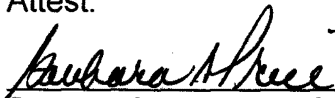
**Section 5:** That this Ordinance shall be in full force and effect immediately upon its passage and adoption.

PASSED FIRST READING THIS 12th DAY OF August, 2013

PASSED SECOND READING THIS 29th DAY OF August, 2013

  
Rebecca A. Tooley, Mayor

Attest:

  
Barbara S. Price, MMC  
City Clerk

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

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")

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## LEASE AGREEMENT

This LEASE ("Lease") is made by and 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").

### WITNESSETH:

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 as follows:

1. DESCRIPTION, TERM, RENEWALS, AND RENT:

LANDLORD hereby leases unto TENANT approximately six thousand six hundred twenty (6,620) 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," 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," 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," 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.

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" 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.

2. PARKING FACILITIES:

LANDLORD warrants that it will provide adequate parking facilities on the Premises to accommodate TENANT, TENANT's Operator for the Consolidated Regional E-911 Communication System ("Operator"), and TENANT's and Operator's clients, contractors, employees, invitees, and guests.

3. USE OF PREMISES:

TENANT and TENANT's Operator may use and occupy the Premises for operation of the 911 Emergency call dispatch operations, also known as Public Safety Answering Point ("PSAPs"), or for ancillary purposes related thereto. TENANT agrees that its use of the Premises will comply with the terms of the Management Control Agreement previously entered into between LANDLORD and TENANT. LANDLORD acknowledges that TENANT's and TENANT's Operator's use of the Premises will be around the clock, twenty-four (24) hours per day, three hundred sixty-five (365) days per year, and LANDLORD acknowledges that TENANT and TENANT'S Operator shall have full access and use of the Premises at all times. As a result of such special use, LANDLORD agrees that the Premises shall include an Uninterruptible Power System (UPS) and a backup building generator, which LANDLORD agrees to maintain in accordance with manufacturer specifications to ensure equipment is in good working order at all times. In the event a defect to the UPS and backup building generators are detected, LANDLORD agrees to repair the defect(s) of the equipment, at its expense, within 24 hours. If LANDLORD is unable to repair the UPS or backup building generator within the time frame specified, TENANT, with written approval from LANDLORD, shall have the option of making the repairs and shall be reimbursed by LANDLORD for actual costs incurred. TENANT acknowledges that during periods of declared emergencies as authorized by Florida law which exceed 24 hours, TENANT shall be responsible for the delivery and furnishing of fuel for its use to power the UPS and backup building generator. In the event any portion of TENANT fuel is also utilized by LANDLORD, LANDLORD shall promptly reimburse TENANT for its share of TENANT fuel based on its pro-rata use of the building in which the Premises are located.

TENANT agrees that its contract with the Operator and any sublessee shall require that no nuisance or hazardous trade or occupation shall be permitted or carried on, in, or upon the Premises; no act or thing shall be permitted, and nothing shall be kept in or about the Premises, which will increase the risk of hazard of fire; no waste shall be permitted or committed upon, or any damage done, to the Premises;



and TENANT and TENANT's Operator shall not use or occupy, or permit the Premises to be used or occupied, in any manner that will violate any laws or regulations of any governmental authority. TENANT shall require its Operator to conform to and comply with the terms of this Lease.

4. UTILITIES AND OTHER SERVICES:

TENANT shall be responsible for paying the actual costs for security badging of TENANT and Operator's personnel having access to the Premises. TENANT shall be responsible for paying its pro-rata share of the actual cost for telephone lines, computer lines, PBX cables, and broadband utilized by TENANT.

As for the Premises, the following utilities, services, and expenses shall be paid by the party identified:

	<u>LANDLORD</u>	<u>TENANT</u>
HVAC unit maintenance, repair and replacement	X	
Air Conditioning filter maintenance and replacement, routinely when needed	X	
Electricity	X	
Janitorial services and supplies	X	
Light bulb and lamp/light fixture replacement	X	
Exterior building	X	
Parking Lot Maintenance:	X	
Pest control (as needed):	X	
Plumbing	X	
Security Alarm Systems	X	
Trash Removal	X	
Water and sewer service	X	

In the event there is a conflict between the Regional Interlocal Agreement (RILA) and this Lease with respect to the use of the Premises, equipment, or utility

services, the Lease shall prevail over the RILA.

5. ALTERATIONS AND IMPROVEMENTS:

5.1 Structural Changes: TENANT may make structural alterations or improvements to the Premises which are necessary to facilitate the TENANT's use of the Premises as a 911 Emergency call dispatch operations center with LANDLORD'S written consent which shall not be unreasonably withheld or delayed. If consent is granted by LANDLORD, TENANT shall first request that LANDLORD make those structural alterations or improvements by mutual agreement and at TENANT's expense. If the parties are unable to come to a mutual agreement with respect to LANDLORD making the structural alterations or improvements, then TENANT shall have the option of making those structural alterations or improvements approved by LANDLORD at TENANT's own expense. All structural alterations or improvements to the Premises shall be the exclusive property of LANDLORD and shall remain on the Premises upon the termination or expiration of this Lease, TENANT and LANDLORD agree to establish a value of any alteration or improvement for LANDLORD's insurance purposes.

5.2 Non-Structural Changes: Notwithstanding the above, TENANT may make non-structural alterations or improvements which are necessary to facilitate the TENANT's use of the Premises as a 911 Emergency call dispatch center to the Premises without seeking consent from LANDLORD. All non-structural alterations or improvements to the Premises shall be considered personalty and remain the exclusive property of TENANT unless TENANT and LANDLORD agree otherwise in writing, and TENANT, at TENANT's expense, shall remove all such property from the Premises upon the termination or expiration of this Lease; provided, however, that the Premises be restored to its original condition, normal wear and tear excepted.

6. HOLD-OVER BY TENANT:

TENANT, with the approval of LANDLORD, may hold-over and remain in possession of the Premises after the expiration of this Lease, and in no event shall such hold-over be deemed or construed to be a renewal or extension of this Lease, but shall only operate to create a month-to-month tenancy upon the same terms and conditions as are set forth in this Lease. This month-to-month tenancy may be terminated by either party at the end of any month upon ninety (90) days' prior written notice by certified U.S. mail to the other. Double rent shall not be charged under this Section

7. SUBLETTING:

TENANT may sublet all or portions of the Premises for the remainder of the term with the written approval of LANDLORD, which approval LANDLORD shall not unreasonably delay, provided that the Premises continues to be used as permitted

by Section 3 above. Should TENANT sublease the Premises, TENANT shall remain secondarily liable under the Lease in the event the sublessee defaults. TENANT shall include in any sublease agreement a requirement that sublessee complies with, and is subject to, all terms of this Lease. In the event that this Lease is sublet to a private entity, sublessee shall be subject to LANDLORD's standard insurance requirements for private lease agreements. In the event a sublease causes the Premises to be subject to any tax, the TENANT agrees to include a term in the sublease agreement that requires the sublessee to be responsible for payment of the tax.

8. SURRENDER UPON TERMINATION:

TENANT agrees that upon termination of this Lease, TENANT will peaceably surrender and deliver the Premises to LANDLORD, its agents, or assigns. TENANT further agrees that it will leave the Premises in the condition existing on the Commencement Date, subject to reasonable wear and tear during the term of this Lease, and subject to Section 5 above, and that a representative of LANDLORD shall be allowed to inspect the Premises to determine if the Premises is in such condition.

9. DEFAULT AND TERMINATION:

TENANT may terminate this Lease for cause, and/or may seek damages, specific performance, injunctive relief, or any other remedy available at law or in equity, if LANDLORD breaches this Lease (by, for example, repeatedly - whether negligently or intentionally - failing to perform its obligations under this Lease, failing to maintain the Premises, or failing to make timely repairs as set forth in this Lease) and if LANDLORD (a) fails to correct the breach within thirty (30) days after written notice from TENANT identifying the breach, or, (b) in the event the breach is not correctable within thirty (30) days, fails to commence correcting or diligently pursuing correction of the breach within thirty (30) days after written notice from TENANT identifying the breach.

TENANT or LANDLORD may terminate this Lease for convenience upon not less than three hundred sixty five (365) days written notice.

LANDLORD may terminate this Lease for cause and/or may seek damages, specific performance, injunctive relief, or any other remedy available at law or in equity, if TENANT, TENANT's Operator or TENANT's sublessee breaches this Lease (by, for example, repeatedly - whether negligently or intentionally - failing to perform its obligations under this Lease) and if TENANT (a) fails to correct the breach within thirty (30) days after written notice from LANDLORD identifying the breach, or, (b) in the event the breach is not correctable within thirty (30) days, fails to commence correcting or diligently pursuing correction of the breach within thirty (30) days after written notice from LANDLORD identifying the breach. For purposes of this section, "cause" shall include, but not be limited to, failure to pay; TENANT,

TENANT's Operator's or TENANT's sublessee's inappropriate utilization of shared space; any use by TENANT, TENANT's Operator or TENANT's sublessee outside an ancillary use (e.g. using the Premises to dispatch for 2-1-1 or County's bus system). In the event of a termination by Landlord for cause, Tenant shall receive three hundred sixty five (365) days' notice to vacate the Premises.

10. DAMAGE TO PREMISES:

TENANT agrees that all of TENANT's, TENANT's operator and TENANT's sublessee's personal property placed on the Premises shall be at the risk of TENANT. TENANT shall give LANDLORD, prompt written notice of any damage to, or defect in, the roof, outside walls, foundations, sidewalks, interior walls, skylights, floors, windows, ceilings, sprinklers and hot water systems, elevators, heating, ventilating and air conditioning systems, plumbing and electrical systems, utilities, or other building components, as applicable, and the same will be remedied by LANDLORD with due diligence, subject to the provisions of this Lease dealing with repairs and maintenance.

11. INSPECTION:

LANDLORD may enter County Leased Areas as defined in Exhibit "A" upon reasonable notice to TENANT to examine same for maintenance purposes or to make needed repairs to said Premises; and, if the Premises consist of only a part of a structure owned or controlled by LANDLORD, LANDLORD may enter the County Leased Areas at reasonable times upon reasonable notice to TENANT to install or repair items cited herein and other appliances deemed by LANDLORD to be essential to the use and occupation of other parts of the Premises.

LANDLORD acknowledges that TENANT is providing a Consolidated Regional E-911 Communication System, which is critical to the safety of the public, and which includes confidential law enforcement information. As such, notwithstanding anything in the Lease to the contrary, TENANT has the authority to take all necessary steps to maintain the confidentiality of such records.

Notwithstanding any other provision of this Lease, LANDLORD shall have unlimited and unrestricted access to any City/County shared areas as defined in Exhibit "A," common areas, break rooms or other areas, if any, being jointly used by LANDLORD and TENANT. LANDLORD's Police Chief shall also have unlimited and unrestricted access to the Premises at any time.

12. FIRE OR OTHER CASUALTY:

In the event of damage to the Premises or any part thereof during said term by fire or other cause, the Premises shall be temporarily repaired immediately if a permanent repair cannot be immediately completed and LANDLORD shall immediately commence proceeding with making permanent repairs at the expense

of LANDLORD. LANDLORD shall not be responsible for the cost of repairs caused by any negligent or wrongful act or omission of TENANT, TENANT's Operator or TENANT's sublessee. TENANT shall pay for any damage caused by TENANT, TENANT's Operator or TENANT's sublessee that is not otherwise covered by insurance. If the Premises are rendered untenable by the elements or any other cause, all rental payments shall cease until the same shall be repaired as aforesaid. If the Premises shall be totally destroyed by the elements or any other cause, or so nearly destroyed as to require substantial rebuilding, rent shall be paid up to the time of such destruction and from thenceforth this Lease shall cease and come to an end, and TENANT and LANDLORD shall have no further liability.

13. REPAIRS:

LANDLORD covenants to keep the said Premises in good structural repair, so far as concerns TENANT. LANDLORD shall maintain and keep in good repair, as applicable, the roof, skylights, outside walls, foundations, sidewalks, interior walls, floors, windows, ceilings, sprinklers (wet and dry), hot water systems, elevators, heating plants, air conditioning plants, ventilating, air conditioning, plumbing, and electrical systems and appurtenances thereto. LANDLORD shall also make any repairs necessitated by water seepage or by other causes. LANDLORD shall commence repairs as soon as possible and shall forthwith notify TENANT. LANDLORD shall also make all repairs or changes which may be necessary to make the Premises and the use herein contemplated comply with applicable laws, ordinances, orders, or regulations of any federal, state, county, or municipal authority, now or hereafter in effect, unless specifically exempted therefrom or unless specifically enacted by County and affecting only the Premises, or affecting only PSAPs. If LANDLORD fails, within a reasonable time after request, to make such repairs or changes as required by this Lease, then (a) LANDLORD shall be liable for any damages to property or loss thereby sustained by TENANT, and (b) TENANT may, with prior written notification to LANDLORD, have such repairs made at the expense of LANDLORD, and deduct it from future rental payment upon presentation of a certified TENANT invoice detailing the repairs made and the expense incurred. LANDLORD shall not be responsible for the cost of repairs caused by TENANT, TENANT's Operator or TENANT's sublessee's negligent or wrongful act or omission.

14. MAINTENANCE:

Exterior maintenance, including, without limitation, routine gardening, cutting, mulching, pruning, and similar maintenance of all foliage, and routine and non-routine maintenance of parking areas and irrigation systems, common exterior areas, and swale areas within the property line (including cleaning, painting, striping, paving, and repairs) shall be done by LANDLORD, at its expense. LANDLORD shall routinely clean and maintain and re-paint the exterior as needed. LANDLORD shall maintain the interior of the Premises in a clean and orderly state

of appearance and in good repair beginning on the Commencement Date of this Lease.

15. WAIVER:

Failure of either party to insist upon strict performance of any covenant or condition of this Lease, or to exercise any right or option herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition, or right of election; but, the same shall remain in full force and effect. None of the conditions, covenants, and provisions of this Lease shall be waived or modified except by the Parties hereto in writing.

16. SOVEREIGN IMMUNITY:

LANDLORD and TENANT hereby acknowledge that they are political subdivisions of the State of Florida subject to the limitations of Section 768.28, Florida Statutes, as may be amended from time to time. Each of these entities agrees that it has instituted and maintains a fiscally sound and prudent risk management program with regard to its obligations under this Lease in accordance with the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Lease or any of the attendant agreements related to the 911 emergency dispatch center.

17. CERTIFICATES OF SELF-INSURANCE OR CERTIFICATE OF INSURANCE:

When requested, LANDLORD shall provide TENANT's Risk Manager, or designee, prior to, or during, the use or occupancy of the Premises, with a Certificate of Self-Insurance or Certificate of Insurance evidencing LANDLORD'S self-insured Risk Management Program in accordance with Section 768.28, Florida Statutes, or any maintained excess property insurance requirements applicable to this Lease .

The Certificate Holder for LANDLORD shall read:

City of Coconut Creek  
Attn: Risk Manager  
Risk Management Division  
4800 West Copans Road  
Coconut Creek, FL 33063

When requested, TENANT shall provide LANDLORD's Risk Manager or designee, prior to, or during, the use or occupancy of the Premises, with a Certificate of Self-Insurance or Certificate of Insurance evidencing TENANT's self-insured Risk

Management Program in accordance with Section 768.28, Florida Statutes, and/or any maintained excess property insurance applicable to this Lease Agreement.

The Certificate Holder for TENANT shall read:

Broward County Board of County Commissioners  
Attn: Risk Manager  
Risk Management Division  
115 S. Andrews Ave, Room 210  
Ft. Lauderdale, FL 33301  
Fax (954) 357-6027

18. ENVIRONMENTAL CONTAMINATION:

LANDLORD represents and warrants to TENANT that as of the date of execution of this Lease, neither LANDLORD, nor to the best of LANDLORD'S knowledge, any third party, has used, produced, manufactured, stored, disposed of, or discharged any hazardous wastes or toxic substances in, under, or about the Premises during the time in which LANDLORD owned the Premises. LANDLORD covenants that it will not use, produce, manufacture, store, dispose of, or discharge any hazardous wastes or toxic substances in, under, or about the Premises (other than the ammunition utilized from the gun range and red bin disposal containers and normal and customary petroleum products used in the operation of motor vehicles or the back-up generator) during the term of this Lease.

19. RADON GAS:

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County public health unit.

20. NOTICES:

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery; addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

Notice to TENANT shall be addressed to:

County Administrator  
Broward County Governmental Center, Room 409  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301

With a copy to (copies shall not constitute notice):

Real Property Section  
Broward County Governmental Center, Room 326  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301

Notice to LANDLORD shall be addressed to:

City Manager  
City of Coconut Creek  
4800 West Copans Road  
Coconut Creek, FL 33063

With additional copies to (copies shall not constitute notice):

City Attorney  
City of Coconut Creek  
4800 West Copans Road  
Coconut Creek, FL. 33063

Director of Public Works  
City of Coconut Creek  
4800 West Copans Road  
Coconut Creek, FL 33063

21. PRIOR AGREEMENTS:

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Lease that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.



22. JURISDICTION, VENUE, AND WAIVER OF JURY TRIAL:

This Lease shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Lease, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Lease shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS LEASE, LANDLORD AND TENANT HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS LEASE.**

23. INDEPENDENT CONTRACTOR:

LANDLORD is an independent contractor and is in no sense an agent of TENANT or Operator. LANDLORD has no authority whatsoever to bind TENANT, TENANT's Operator, or TENANT's sublessee and no acts or assistance given by TENANT, TENANT's Operator or TENANT's sublessee shall be construed to have altered this relationship. This Lease shall not create nor be deemed to create a partnership or joint venture between the parties. Likewise, TENANT is an independent contractor and is in no sense an agent of LANDLORD, TENANT has no authority whatsoever to bind LANDLORD, and no acts or assistance given by LANDLORD shall be construed to have altered this relationship. Services provided or acquired by TENANT pursuant to this Lease shall be subject to the supervision of TENANT. In providing such services, neither TENANT, TENANT's Operator, or TENANT's sublessee nor their agents shall act as officers, employees, or agents of LANDLORD.

24. THIRD PARTY BENEFICIARIES:

Neither LANDLORD nor TENANT intends to directly or substantially benefit a third party by this Lease. Therefore, the parties agree that there are no third party beneficiaries to this Lease and that no third party shall be entitled to assert a claim against either of them based upon this Lease. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Lease.

25. COMPLIANCE WITH LAWS:

LANDLORD, TENANT, TENANT's Operator, and TENANT's sublessee shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Lease.

26. MATERIALITY AND WAIVER OF BREACH:

LANDLORD and TENANT agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Lease, and that each is, therefore, a material term hereof.

LANDLORD and TENANT's failure to enforce any provision of this Lease shall not be deemed a waiver of such provision or modification of this Lease. A waiver of any breach of a provision of this Lease shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Lease.

27. SEVERANCE:

In the event this Lease or a portion of this Lease is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless either party elects to terminate this Lease within sixty (60) days of the decision becoming final. Any election to terminate this Lease based upon this section shall become effective within three hundred sixty five (365) days after written notice of the election to terminate the Lease is provided.

28. TAXES AND ASSESSMENTS:

Except as otherwise provided in Paragraph 7 above, LANDLORD shall pay, as applicable, any and all taxes, assessments, special assessments, or other charges against the Premises or the Property, or any combination thereof.

29. WARRANTIES:

LANDLORD warrants that LANDLORD has not received any notice from any governmental authority as to violation of any law, ordinance, or regulation regarding the Premises. If the Premises is subject to restrictive covenants, LANDLORD warrants that LANDLORD has not received any notice from any person or authority as to a breach of the covenants. LANDLORD warrants that TENANT shall have a continuous right of access to the Premises during the term of the Lease from public or private right-of-ways, and other public travel ways and routes.

30. JOINT PREPARATION:

Each party and its counsel have participated fully in the review and revision of this Lease and acknowledge that the preparation of this Lease has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Lease shall be interpreted as to its fair meaning and not strictly for or against any party.

31. AMENDMENTS:

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Lease and executed for TENANT by the Board of County Commissioners or another person empowered to execute contracts on behalf of the TENANT, and for LANDLORD by the City Commission.

32. TIME OF THE ESSENCE AND TIME PERIODS:

Time shall be deemed to be of the essence for this Lease with respect to all provisions in which a definite time for performance is specified; provided, however, that the foregoing shall not be deemed to deprive any party of the benefit of any cure period set forth herein. All time periods specified in this Lease shall be deemed to be calendar days unless specifically stated otherwise; provided, however, that if the last day of any particular calendar day period is a Saturday, Sunday, or legal holiday, then the time period shall be deemed to extend to the next business day.

33. PRIORITY OF PROVISIONS:

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Lease by reference and a term, statement, requirement, or provision of this Lease, the term, statement, requirement, or provision contained in this Lease shall prevail and be given effect.

34. MULTIPLE ORIGINALS:

Multiple copies of this Lease may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

35. OTHER PROVISIONS:

Any additional provisions entered into at the time of execution of this Lease shall require approval of the parties by initialing at the bottom of any additional page(s), which must be affixed to the Lease.

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

LANDLORD

CITY OF COCONUT CREEK

Signed and Sealed

Jacquelyn Cook  
Witness

Janice Ninesling  
Witness

Executed by LANDLORD on September 23,  
20 13.

By

Rebecca A. Tooley  
Rebecca A. Tooley, Mayor

ATTEST:

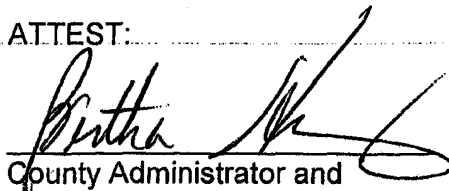
Barbara S. Price  
Barbara S. Price, City Clerk

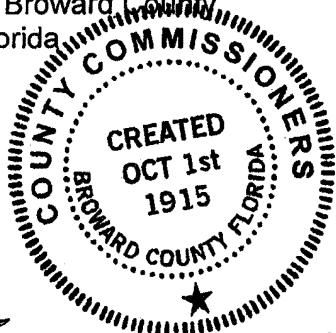
Approved As To Form:

Paul S. Stuart  
Paul S. Stuart, City Attorney

TENANT

ATTEST:

  
County Administrator and  
Ex-Officio Clerk of the Board  
of County Commissioners  
of Broward County,  
Florida



  
Risk Management Division

Jacqueline A. Binns  
Risk Insurance and  
Contracts Manager

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

By: 

Vice Mayor

25<sup>th</sup> day of September, 2013

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

By: 

9/18/13

Carlos A. Rodriguez-Cabarrocas  
Assistant County Attorney (Date)

By: 

9/19/13

Noel M. Pfeffer  
Deputy County Attorney (Date)

NMP:slw  
8/23/13  
CommunicationsLeaseCOCONUTCREEK-CLEAN 8-23-13  
13-025.14

**EXHIBIT "B"**  
**RENT SPREADSHEET**

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# **EXHIBIT B**

## **Rent Schedule for COCONUT CREEK PSAP**

Initial Term	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
Rent Initial 5-yr Term:	\$592,539.51					

1st Renewal 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		\$10,476.02	\$10,685.54	\$10,899.25	\$11,117.24	\$11,339.58
Annual Rent		\$125,712.23	\$128,226.47	\$130,791.00	\$133,408.82	\$136,074.96
Rent 1st Renewal Term:	\$654,211.49					

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		\$11,566.37	\$11,797.70	\$12,033.65	\$12,274.33	\$12,519.81
Annual Rent		\$138,796.46	\$141,572.39	\$144,403.84	\$147,291.81	\$150,237.75
Rent 2nd Renewal Term:	\$722,302.35					

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		\$12,770.21	\$13,025.61	\$13,286.13	\$13,551.85	\$13,822.88
Annual Rent		\$153,242.51	\$156,307.36	\$159,433.50	\$162,622.17	\$165,874.62
Rent 3rd Renewal Term:	\$797,480.16					

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		\$14,099.34	\$14,381.33	\$14,668.86	\$14,962.34	\$15,261.58
Annual Rent		\$169,192.11	\$172,575.95	\$176,027.47	\$179,548.02	\$183,138.98
Rent 4th Renewal Term:	\$880,482.54					

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		\$15,566.81	\$15,878.15	\$16,195.71	\$16,519.63	\$16,850.02
Annual Rent		\$186,801.76	\$190,537.80	\$194,348.55	\$198,235.52	\$202,200.23
Rent 4th Renewal Term:	\$972,123.87					

## 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.

C      18.00    x    24.75    =    445.5    Sq Ft.

4,503.5    Sq Ft.    Leased Space 2nd floor

#### 1st Floor Exclusive LEASED Space

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

#### 2nd Floor SHARED Space

F      38.00    x    25.75    =    978.5    Sq Ft.

G      17.50    x    25.75    =    450.6    Sq Ft.

H      19.00    x    24.00    =    456.0    Sq Ft.

1,885.1    Sq Ft.    Shared Space 2nd floor

<b>4,734.65</b>	<b>Square Feet Exclusive Leased Space</b>	<b>@</b>	<b>\$20.05</b>	<b>=</b>	<b>\$94,929.73</b>
<b>1,885.13</b>	<b>Sq. Feet Shared Space</b>	<b>@</b>	<b>\$10.025</b>	<b>=</b>	<b>\$18,898.38</b>
<b>Annual Rent</b>					<b>\$113,828.11</b>