



**FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN
BROWARD COUNTY AND CITY OF DEERFIELD BEACH
FOR LEASE OF PUBLIC LIBRARY FACILITY**

This First Amendment (“Amendment”) is entered into by and between Broward County, a political subdivision of the State of Florida (“County”), and City of Deerfield Beach, a municipal corporation of the State of Florida (“City”). County and City are referred to individually as a “Party” and collectively referred to as the “Parties.”

RECITALS

- A. City owns certain real property located at 837 East Hillsboro Boulevard, Deerfield Beach, Florida 33441, known as the Deerfield Beach Percy White Branch Library (“Property”).
- B. On June 7, 2016, the Parties entered into a lease agreement (“Agreement”), whereby City leases the Property to County for use as a public library.
- C. The Agreement’s current term ends on June 30, 2025.
- D. The Parties now desire to enter into this Amendment to extend the term of the Agreement and to modify certain notice requirements.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.
- 2. This Amendment shall be effective as of the date it is fully executed by the Parties (“Effective Date”).
- 3. Amendments made to Section 1.2 of the Agreement pursuant to this Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Section 1.2 of the Agreement is hereby amended to add the language as follows:

1.2 Term and Renewals. This Lease shall be for a term of five (5) years commencing on July 1, 2016 (“Term Commencement Date”), and terminating on June 30, 2021, unless sooner terminated or extended as per the terms of this Lease.

The term of this Lease may be extended, upon the mutual agreement of the Parties, for up to four (4) successive period(s) of one (1) year each. Such options to extend shall be initiated by either party giving written notice to the other, pursuant to the Notices provision of this Lease, not more than one hundred twenty (120) calendar days and not

less than sixty (60) calendar days prior to the expiration of the then existing term. Such party receiving the written request for extension shall have thirty (30) calendar days to accept or deny the extension, in writing, and failure to respond within the thirty (30) calendar day allotment will be deemed as an acceptance of the extension option. **Following the end of the final one (1) year extension option under this section, the Lease shall automatically renew for five (5) years terminating on June 30, 2030 (“Additional Extension Term”).**

Each extended term shall be upon the same terms and conditions as provided in this Lease for the initial term. For purposes of this Section 1.2, County may act through its County Administrator or his or her designee and City may act through its City Manager. The term of this Lease and any extension thereof, **including the “Additional Extension Term,”** will hereinafter be referred to as the “Term” or “Lease Term.”

...

4. Section 16 of the Agreement is hereby deleted and replaced in its entirety as follows (bolding and underlining omitted):

16. NOTICES:

In order for notice to a party to be effective under this Agreement, notice shall be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change.

Notice to County:

County Administrator
Government Center, Room 409
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email: mcepero@broward.org

With a copy to:

Director of Real Property and Real Estate Development
Governmental Center, Room 501
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email: lmahoney@broward.org

And:

Director of Libraries Division
Broward County Main Library – 8th Floor
100 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email: agrubbs@broward.org

Notice to City:

City Manager
City of Deerfield Beach
150 N.E. 2nd Avenue
Deerfield Beach, Florida 33441
Email: web.citymgr@deerfield-beach.com

5. This Amendment is hereby incorporated into the Agreement, and all of the terms and conditions contained in this Amendment shall be binding on the Parties.
6. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this Amendment, 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 hereof that are not contained in the Agreement as amended in this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
7. Preparation of this 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.
8. This Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.
9. The Parties represent and warrant that this Amendment constitutes the legal, valid, binding, and enforceable obligation of each Party, and that neither the execution nor performance of this Amendment constitutes a breach of any agreement that either Party has with any third party or violates any law rule, regulation, or duty arising in law or equity applicable to each Party. The Parties further represent and warrant that execution of this Amendment is within each Party's legal powers, and each individual executing this Amendment on behalf of such party is duly authorized by all necessary and appropriate action to do so and does so with full legal authority.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment: 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 ____ day of _____, 2024, and City of Deerfield Beach, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
Reno V. Pierre (Date)
Assistant County Attorney

By _____
Annika E. Ashton (Date)
Deputy County Attorney

RVP/sr
First Amendment – Lease Agreement Deerfield Beach Percy White Branch Library
10/22/2024
iManage #1118030v1

**FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN BROWARD COUNTY AND
CITY OF DEERFIELD BEACH FOR LEASE OF PUBLIC LIBRARY FACILITY**

CITY

CITY OF DEERFIELD BEACH, a municipal
corporation of the State of Florida

DocuSigned by:
By: Horace McHugh
AAC601F5CF0741C...
Authorized Signer

Horace McHugh, Interim City Manager
Print Name and Title

_____ day of 10/24/2024, 20__

ATTEST:

DocuSigned by:
By: Heather Montemayor
5E72EBB3A1E04DD...
Heather Montemayor, CITY CLERK (SEAL)

Approved as to form:

Signed by:
By: Anthony Soroka
5CAA0437D59A4C4...
Anthony Soroka, City Attorney