

**SECOND AMENDMENT TO THE 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 Second Amendment to the Lease Agreement for Lease of Real Property for a 911 Emergency Dispatch Center ("Amendment") between City of Coconut Creek, a Florida municipal corporation ("Landlord"), whose address is 4800 West Copans Road, Coconut Creek, Florida 33063, and Broward County, a political subdivision of the state of Florida ("Tenant"), whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301. Landlord and Tenant are hereinafter referred to collectively as the "Parties," and individually referred to as a "Party."

RECITALS

A. Landlord and Tenant entered into the Lease Agreement for Lease of Real Property, dated September 25, 2013, whereby Landlord agreed to lease to Tenant, and Tenant agreed to lease from Landlord, space located at 4900 West Copans Road, Coconut Creek, Florida 33063, for the operation of a 911 emergency dispatch center ("Original Lease").

B. Landlord and Tenant entered into the First Amendment to Lease Agreement for Lease of Real Property, effective June 24, 2014 ("First Amendment"), which, *inter alia*, amended the Original Lease to revise the Premises (as defined in the Lease). The Original Lease as amended by the First Amendment is hereinafter referred to as the "Lease."

C. The Parties desire to further amend the Lease to revise the Premises, extend the term of the Lease, update the rent schedule, and revise certain rights and obligations of the Parties.

AMENDMENT

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 agree as follows:

1. Unless otherwise defined in this Amendment, the capitalized terms in this Amendment have the respective meanings ascribed to them in the Lease, and the definitions of those terms in the Lease are incorporated by reference into this Amendment. If there is a conflict or inconsistency between any term, statement, requirement, or provision of the Lease, and any provision of this Amendment, the provisions of this Amendment shall prevail and be given effect.

2. The recitals set forth above are true, accurate, and fully incorporated herein by this reference.

3. This Amendment shall be effective retroactive to October 1, 2023.

4. Paragraph 1 of the Lease is hereby amended as follows:

DESCRIPTION, TERM, RENEWALS, AND RENT:

LANDLORD hereby leases unto TENANT approximately six thousand ~~four~~ one hundred seventy five (6,400175) square feet at the address of 4900 West Copans Road, situated in the City of Coconut Creek, County of Broward, State of Florida, as more particularly described in Exhibit "A-42," 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~~ one additional renewal term(s) of five (5) years ~~each for up to a total of twenty five (25) additional years~~ ("Renewal Term"). 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.

Upon the expiration of the Renewal Term, the term of the Lease shall be further automatically extended for two (2) years beginning on October 1, 2023, and terminating on September 30, 2025, ("Extension Term"). There shall be no further extensions of this Lease after the expiration of the Extension Term. Any occupancy of the Premises beyond September 30, 2025, shall be on a month-to-month-basis. Each month during this month-to-month period ("Holdover Period") shall require payment of the rental amount set forth in Exhibit B-2 for Year 2 (October 1, 2024, to September 30, 2025), which rent shall include an escalator per year to reflect a 3.5% CPI. In addition, for every month during the Holdover Period, TENANT shall pay the actual cost of LANDLORD'S rent and monthly operating expense payments for the Coconut Creek Fire Administration Office as described in that certain TENANT'S Lease Agreement with Johnson Road, LLC, dated July 14, 2022.

~~Each renewal term shall be for five (5) years, and~~ The Renewal Term and Extension Term 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-42," attached hereto and made a part hereof.

TENANT agrees to pay during the Lease term to LANDLORD the rent set forth on Exhibit "B-42," 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 ~~T~~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. Within ten (10) days after this Amendment has been fully executed by the Parties, TENANT shall pay to LANDLORD, as additional rent, a one-time payment of Two Hundred Ninety-Five Thousand dollars (\$295,000) as TENANT's contribution to improvements that will be or have been completed by LANDLORD related to HVAC systems.

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-42" 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.

5. Paragraph 3 of the Lease is hereby amended as follows:

USE OF PREMISES:

LANDLORD AND TENANT acknowledge that the TENANT provides a necessary public service that is no longer used by the LANDLORD and that LANDLORD has a competing public purpose use for the Premises. Further, TENANT is committed to vacating the premises on or before the conclusion of the Extension Term. To facilitate LANDLORD's planning for space needs, TENANT agrees to provide biannual status reports detailing TENANT's plans to timely vacate the Premises and relocate personnel and equipment as referenced in this Agreement.

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. 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 acknowledges that for optimal temperature regulation, the server room requires both HVAC units to run simultaneously. To mitigate the risk of one unit failing and the remaining operable unit failing to maintain necessary temperature in the server room, TENANT agrees to acquire and station two (2) adequately sized spot coolers ("Units") on site. The two Units shall only be used when necessary to support temperature regulation of the server room or PSAP, likely in the event of HVAC failure. TENANT, at TENANT's sole discretion, may transport these Units to either of the other two Broward County PSAP locations for the same purpose, when TENANT determines such transport necessary. TENANT will immediately return the Units to the Premises once the Units are, as determined by TENANT, no longer needed at other PSAP locations. In the case of competing needs, TENANT shall use the two Units at the Premises and make alternate arrangements for the other PSAP locations. TENANT shall rent Units to comply with the requirement of this section until TENANT is able to acquire Units.

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 violates any laws or regulations of any governmental authority. TENANT shall require its Operator to conform to and comply with the terms of this Lease.

TENANT will request that Operator (i) eliminate, to the extent feasible, the consumption of meals by call takers and dispatchers at their stations and instead

encourages the consumption of meals in the break room; and (ii) eliminate, to the extent feasible, the washing of food containers in the bathroom sinks. TENANT shall coordinate with Operator to set a schedule for routine quarterly maintenance and pest control.

TENANT's staff accessing the Premises shall follow LANDLORD's server room visitor log procedures, escort visitors/contractors on the Premises at all times, and provide written notice to LANDLORD's IT Department of any equipment added, removed, or replaced in the server room, along with such equipment's specifications, no later than ten (10) business days after such addition, removal, or replacement. TENANT shall ensure that large deliveries and the disposal of boxes are coordinated with LANDLORD's IT Department.

6. Paragraph 5 of the Lease is amended to read as follows:

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 9-1-1 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 and shall be permitted by the City's Building Division. 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 nonstructural 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 nonstructural 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.

7. Paragraph 6 of the Lease is hereby deleted in its entirety.

8. Exhibit "A-1" of the Lease is hereby deleted and replaced with Exhibit "A-2," attached hereto and made a part hereof. All references to Exhibit "A-1" shall be deemed to reference Exhibit "A-2."

9. Exhibit "B-1" of the Lease is hereby deleted and replaced with Exhibit "B-2," attached hereto and made a part hereof. All references to Exhibit "B-1" shall be deemed to reference Exhibit "B-2."

10. Except as expressly modified herein, all terms and conditions contained in the Lease shall remain unchanged and in full force and effect.

11. The Lease, as modified 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 Lease as modified hereby. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

12. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

13. This Amendment has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

14. Each individual executing this Amendment on behalf of a Party hereto represents and warrants that he or she is, on the date of execution, duly authorized by all necessary and appropriate action to execute this Amendment on behalf of such Party and does so with full legal authority.

(REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment: CITY OF COCONUT CREEK, signing by and through its _____, duly authorized to execute same, and BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the ____ day of _____, 2023.

LANDLORD

City of Coconut Creek, a Florida municipal corporation

By: _____
Joshua Rydell, MAYOR

ATTEST:

Joseph J. Kavanagh, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

Terrill C. Pyburn, CITY ATTORNEY

SECOND AMENDMENT TO THE 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").

TENANT

WITNESS:

BROWARD COUNTY, by and through its County Administrator

(Signature)

By _____
County Administrator

(Print Name of Witness)

____ day of _____, 2023

(Signature)

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
Telecopier: (954) 357-7641

(Print Name of Witness)

By _____
Christina A. Price (Date)
Assistant County Attorney

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

EXHIBIT "A-1"

First Amendment

COCONUT CREEK PSAP - 1st FLOOR

County Leased Area 

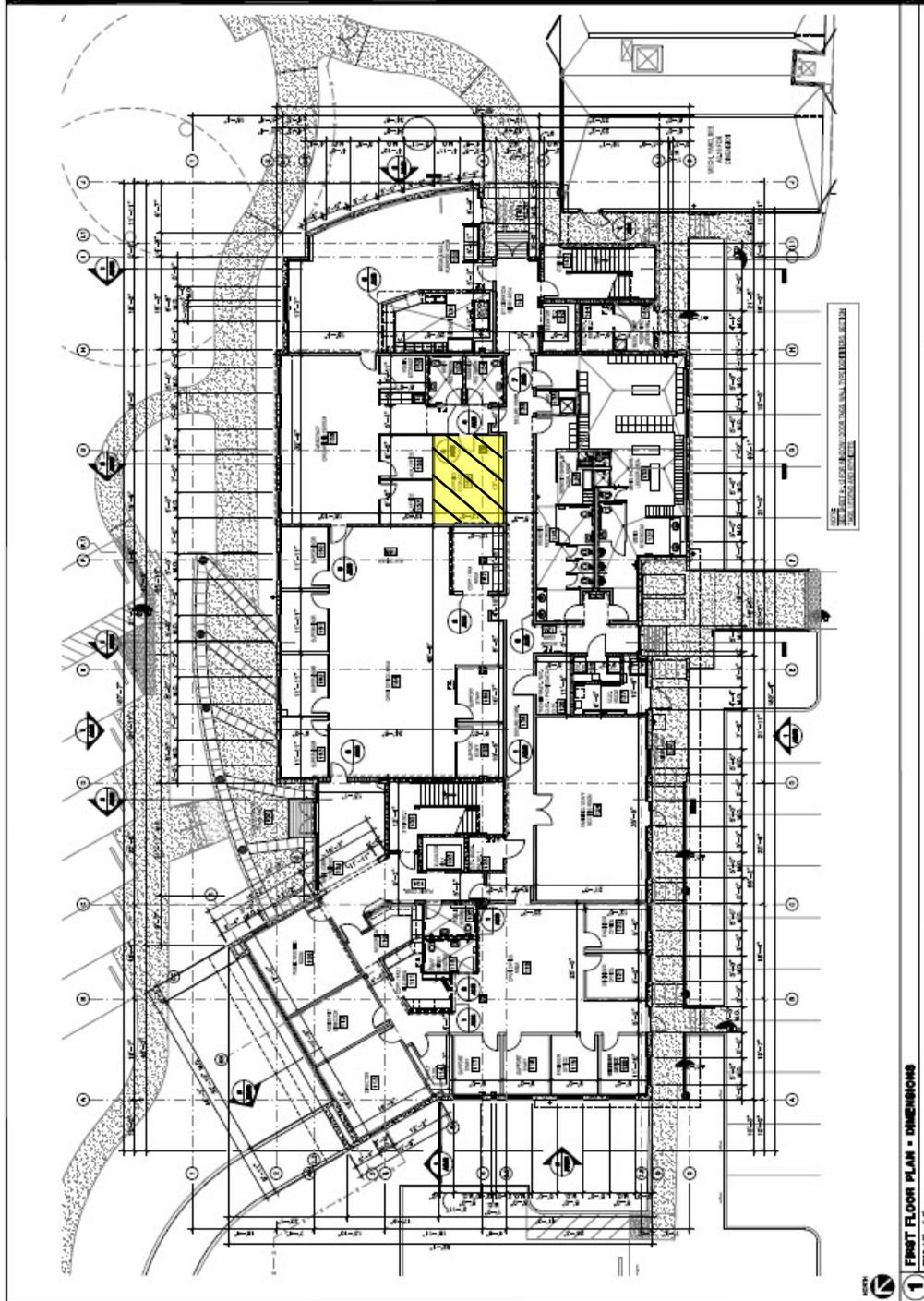


EXHIBIT "A-2"

Second Amendment

COCONUT CREEK PSAP - 1st FLOOR

County Leased Area 

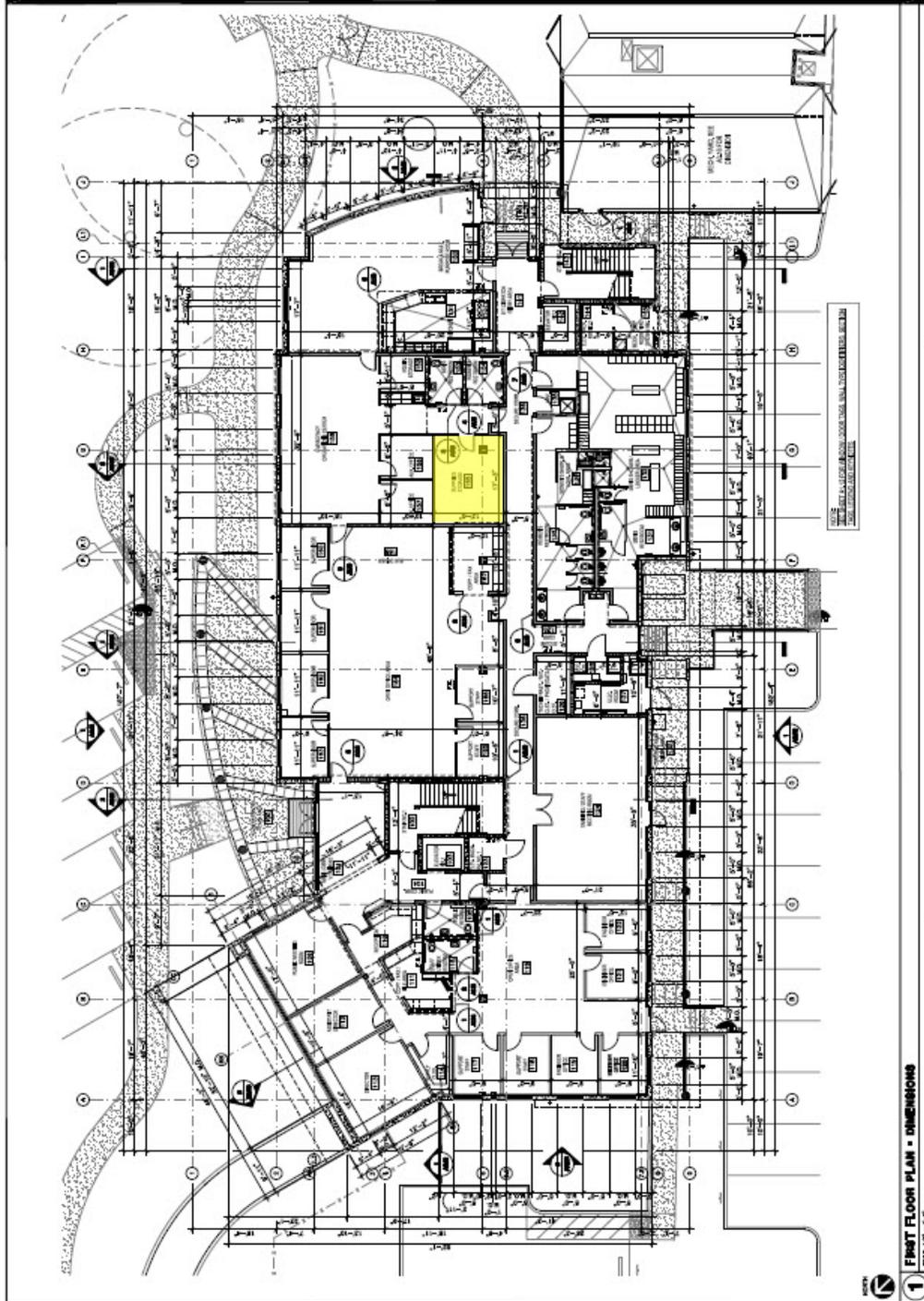
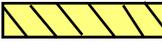
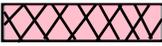


EXHIBIT "A-1"

First Amendment

COCONUT CREEK PSAP - 2nd FLOOR

County Leased Area 

City/County Shared Area 

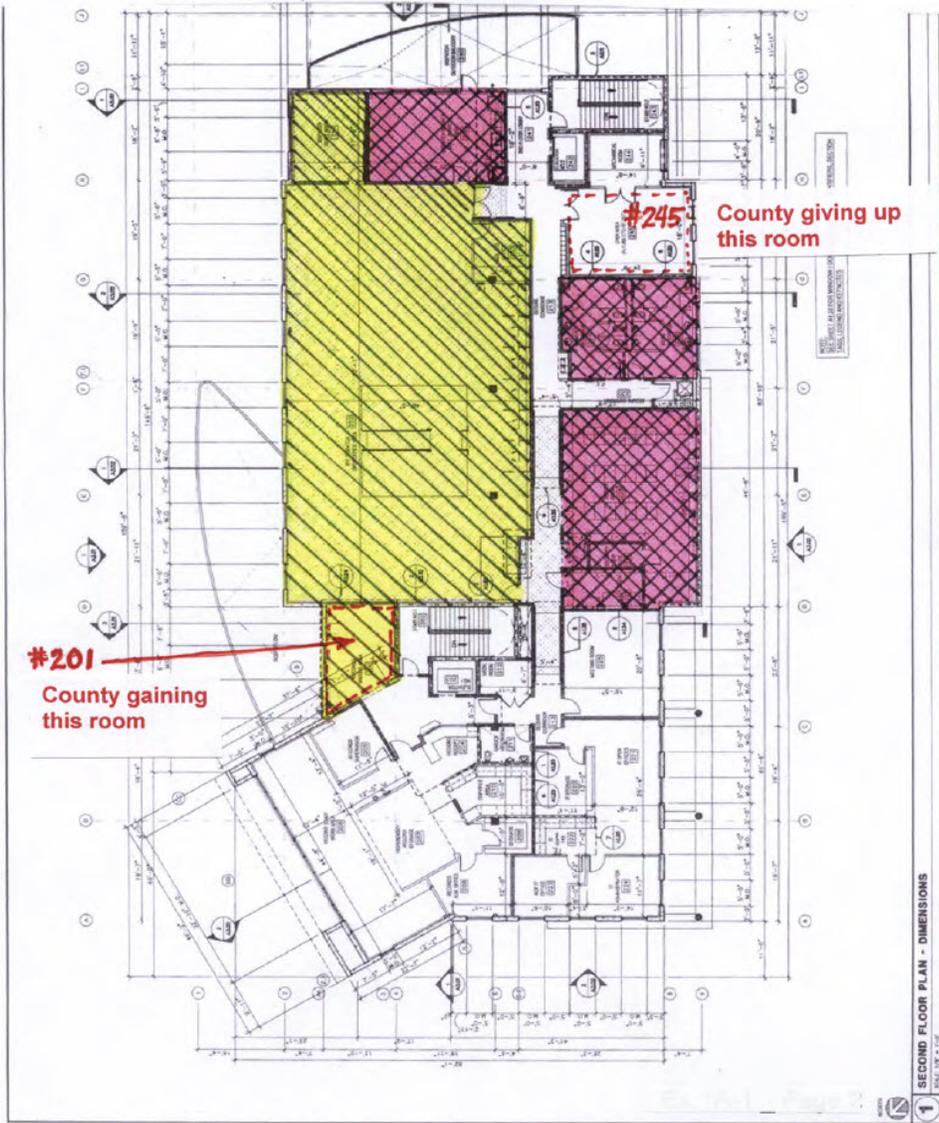


EXHIBIT "A-2"

Second Amendment

COCONUT CREEK PSAP - 2nd FLOOR

County Leased Area 

City/County Shared Area 

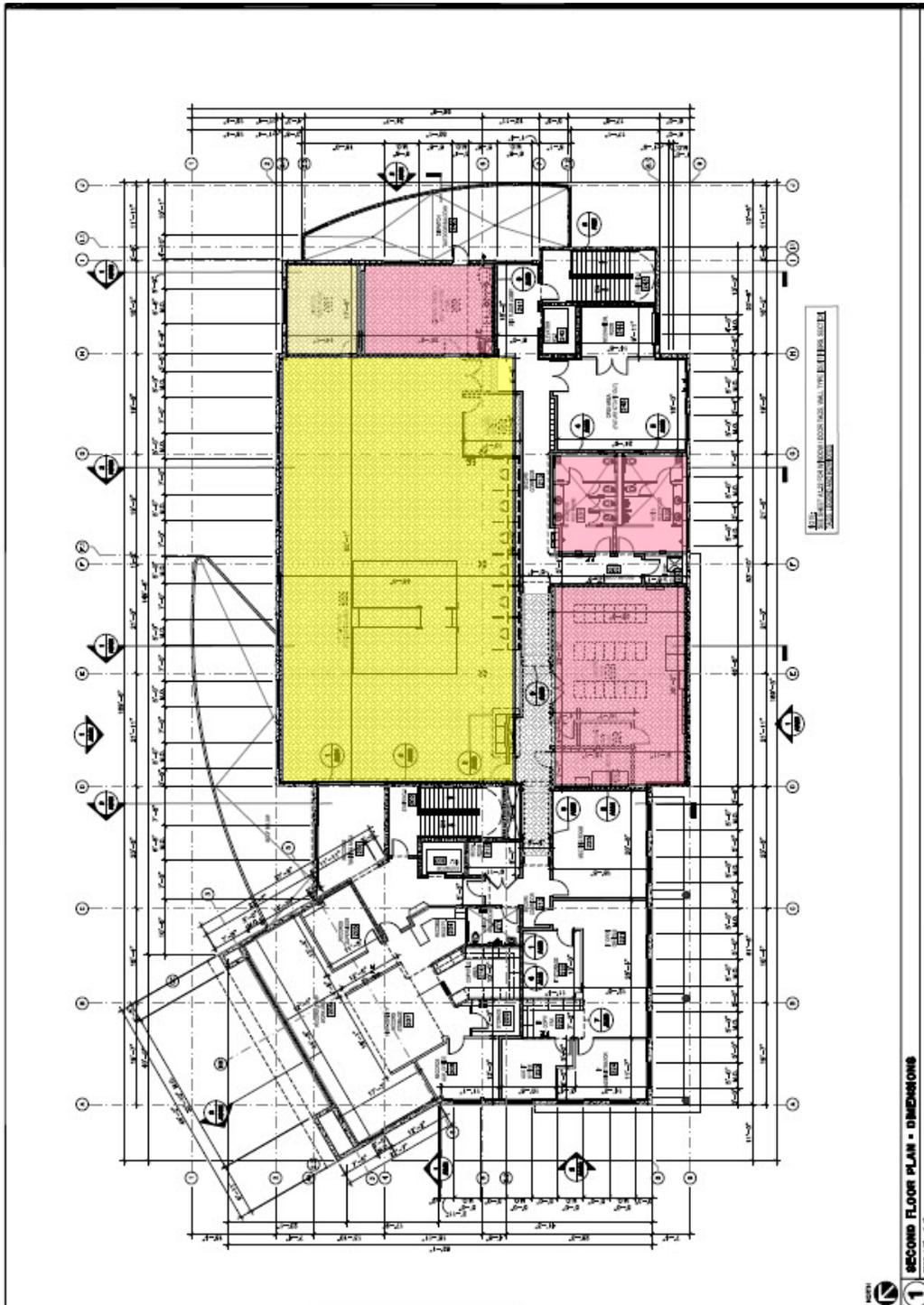


EXHIBIT "B-2"

Rent Schedule: COCONUT CREEK PSAP

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 2nd Amendment	Year 1	Year 2
Dates:	10-1-2023 to 9-30-2024	10-1-2024 to 9-30-2025
Rent (per month):	\$12,683.33	\$12,433.33
Rent (per year):	\$152,200.00	\$149,200.00