

DOCUMENT ROUTING FORM

NAME OF DOCUMENT: LEASE AGREEMENT BETWEEN GERS
AND OFFICE OF INTERNAL AFFAIRS
316 NE 4TH STREET - SUITE 3; \$25,193.49

② ✓ CMO 9/4/2013
9/17/13 2013 (L)

Approved Comm. Mtg. on AUGUST 20, 2013 CAR# 13-1061

ITEM: ☐ M- 16 ☐ PH - ☐ O - ☐ CR- ☐ R-

Routing Origin: ☐ CAO ☐ ENG. ☐ COMM. DEV. ☐ OTHER

Also attached: ☐ copy of CAR ☐ copy of document ☐ ACM Form ☐ # originals

By: forwarded to:
Initials

1.) Approved as to Content:
Department Director

Capital Improvements defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, inc. major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

Please Check the proper box: ☒ FUNDED ☐ YES ☒ NO
Capital Improvement Projects

2.) Approved as to Funds Available: by Date: 8/27/2013
Finance Director

* Amount Required by Contract/Agreement \$ 103,937.69 Dept./Div. POLICE - OFFICE OF THE CHIEF

FUNDING SOURCE: Index/Sub-object POL 010201 (3319) Project # N/A

* includes all years within the contract period - 2013 - 2016

3.) City Attorney's Office: Approved as to Form # Originals to City Mgr. By:

Cynthia A. Everett Cole Copertino Robert B. Dunckel XX

Ginger Wald D'Wayne Spence Paul G. Bangel

Carrie Sarver DJ Williams-Persad

4.) Approved as to content: Assistant City Manager:

By: Stanley Hawthorne, Assistant City Manager By: Susanne Torriente, Assistant City Manager

5.) City Manager: Please sign as indicated and forward # originals to Mayor.

6.) Mayor: Please sign as indicated and forward # originals to Clerk.

7.) To City Clerk for attestation and City seal.

INSTRUCTIONS TO CLERK'S OFFICE

8.) City Clerk: retains one original document and forwards original documents to

☐ Copy of document to ☐ Original Route form to

☐ Attach certified copies of Reso. # ☐ Fill-in date


2013 AUG 29 PM 1:48
CITY ATTORNEY'S OFFICE
FILED
CLERK'S OFFICE

9/13

Memorandum
No. 13-0241

City Attorney's Office

To: David Desmond, Plan Administrator / General Employees' Retirement System

From: Robert B. Dunckel, Assistant City Attorney/5036 

Date: September 19, 2013



Re: First Amendment to Lease Agreement / GERS / Office of Internal Affairs
316 NE 4th Street – Suite 3

Attached please find a fully-executed original First Amendment to Office Lease, as referenced above.

An original is also on file with the City Clerk.

L:\RBD\memos\2013\0241DESMOND.DOC

Attachment

cc:  Lieutenant Wade Brabble / Police
 Wendy Gonyea, Assistant City Clerk IV

#613

#365.17[A]

**FIRST AMENDMENT
TO
OFFICE LEASE AGREEMENT**

THIS FIRST AMENDMENT TO OFFICE LEASE AGREEMENT is made as of this 13th day of September 2013 by and between:

**Board of Trustees of the City of Fort Lauderdale
General Employees' Retirement System**, whose mailing
address is 316 NE Fourth Street, Suite 2, Fort Lauderdale,
FL 33301. ("Landlord")

-and-

**City of Fort Lauderdale, a Florida municipal
corporation** whose mailing address is 100 N. Andrews
Avenue, Fort Lauderdale, FL 33301. ("Tenant")

RECITALS

A. On January 22, 2009, Landlord and Tenant entered an Office Lease Agreement to lease Suite 3 at 316 N.E. 4th Street, Fort Lauderdale, FL 33301 ("Premises") for a forty-eight (48) month term beginning on the Commencement Date.

B. The Commencement Date on the Lease was the date the Landlord notifies the Tenant that Landlord's Work (i.e. Tenant improvements) has been completed and the Premises was ready for occupancy. The Commencement Date of the Lease was March 16, 2009. In accordance with Paragraph 1 (a) & (d) the term of the Lease is extended to April 30, 2013.

C. Landlord and Tenant are desirous of extending the term of the Lease on the same terms and conditions as the initial Office Lease Agreement and continuing with the same pattern of Annual Rent Adjustments, i.e. an increase of 2.0% per year on the Base Rent.

D. The Adjusted Base Annual Rent as of April 1, 2012 was \$24,699.50.

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

1. The foregoing recitals are true and correct.

First Amendment to Office Lease / Suite 3, 316 NE 4th Street

Landlord: GERS

Tenant: City of Fort Lauderdale / Police Department / Internal Affairs

Lease Term: 04/01/2013 – 11/30/2016

2. The Lease of the Premises is hereby extended for a period commencing April 1, 2013 and ending November 30, 2016.

3. The Adjusted Base Annual Rent for the Lease Term is as follows:

(a) The Adjusted Base Annual Rent for the Lease Year commencing April 1, 2013 is \$25,193.49.

(b) The Adjusted Base Annual Rent for the Lease Year commencing April 1, 2014 is \$25,697.36.

(c) The Adjusted Base Annual Rent for the Lease Year commencing April 1, 2015 is \$26,311.31.

(d) The Adjusted Base Annual Rent for the Lease period commencing April 1, 2016 is \$26,735.53.

4. The Adjusted Base Annual Rent shall be payable in equal monthly installments on the first day of each and every month of the Lease Term.

5. This First Amendment shall be given effect retroactively to April 1, 2013.

6. In the event and to the extent that there is any express conflict between the terms and conditions of the Office Lease Agreement and this First Amendment to the Office Lease Agreement, then the terms and conditions of this First Amendment to the Office Lease Agreement shall supersede and prevail over any such expressly conflicting terms in the underlying Office Lease Agreement.

7. In all other respects, the parties ratify and confirm this the Office Lease Agreement dated January 22, 2009 and continue to be governed by the terms and conditions thereof, except to the extent of express conflict as referenced in Paragraph 6 above.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first above written.

First Amendment to Office Lease / Suite 3, 316 NE 4th Street

Landlord: GERS

Tenant: City of Fort Lauderdale / Police Department / Internal Affairs

Lease Term: 04/01/2013 – 11/30/2016

WITNESSES:

LANDLORD:

BOARD OF TRUSTEES OF THE CITY OF
FORT LAUDERDALE GENERAL
EMPLOYEES' RETIREMENT SYSTEM, A
FLORIDA PUBLIC EMPLOYEE
RETIREMENT SYSTEM

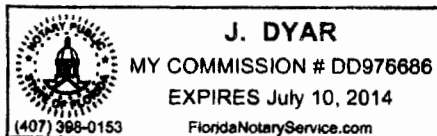
By: John Le Bucci
John Le Bucci, Chairman

By: David Desmond
David Desmond, Plan Administrator

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 8 day of August, 2013, by JOHN LE BUCCI, Chairman and DAVID DESMOND, Plan Administrator for the BOARD OF TRUSTEES OF THE CITY OF FORT LAUDERDALE GENERAL EMPLOYEES' RETIREMENT SYSTEM. They are personally known to me and did not take an oath.

(SEAL)



[Signature]
Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)

J. Dyar
Name of Notary Typed, Printed or Stamped

My Commission Expires: 7-10-14

#DD976686
Commission Number

First Amendment to Office Lease / Suite 3, 316 NE 4th Street
Landlord: GERS
Tenant: City of Fort Lauderdale / Police Department / Internal Affairs
Lease Term: 04/01/2013 – 11/30/2016

WITNESSES:

TENANT:

CITY OF FORT LAUDERDALE, a Florida
municipal corporation

By:

John P. "Jack" Seiler, Mayor

By:

Lee R. Feldman, City Manager

ATTEST:

Jonda Joseph, City Clerk

Approved as to form:

Robert B. Dumas
Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 9 day of September 2013, by **John P. "Jack" Seiler**, Mayor and **Lee R. Feldman**, City Manager of the City of Fort Lauderdale, a Florida municipal corporation. They are personally known to me and did not take an oath.

(SEAL)



Safeea A. Maloney
Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)

Safeea A. Maloney
Name of Notary Typed, Printed or Stamped

My Commission Expires: Dec 4, 2014

EE21991
Commission Number

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L:\PENSIONS\GERS\2013\316 Building\Suite 3\1st Amendment (b).doc

First Amendment to Office Lease / Suite 3, 316 NE 4th Street
Landlord: GERS
Tenant: City of Fort Lauderdale / Police Department / Internal Affairs
Lease Term: 04/01/2013 – 11/30/2016

Landlord _____ Tenant _____