

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Second Amendment and First Renewal Amendment to Seminole County Supervisor of Elections Office Lease

DEPARTMENT: Administrative Services **DIVISION:** Support Services

AUTHORIZED BY: Jamie Croteau **CONTACT:** Angi Thompson **EXT.** 5250

Agenda Date <u>05/27/03</u> Regular <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Work Session <input type="checkbox"/> Briefing <input type="checkbox"/>
Public Hearing – 1:30 <input type="checkbox"/> Public Hearing – 7:00 <input type="checkbox"/>

MOTION/RECOMMENDATION: Authorization and approval for Chairman to execute the Second Amendment and First Renewal Amendment to Seminole County Supervisor of Elections Office Lease.

BACKGROUND:

The original lease for this location was made and entered into on June 23, 1998 between Hoogland Orlando, Inc. and Seminole County for space to be used by the Supervisor of Elections. The original lease was for 6,814 square feet to be used for office space. The lease was amended on April 25, 2000 to include an additional 985 square feet to be used for storage space. The current lease rate is \$10.13 per square foot for the office space and \$5.30 per square foot for the storage space.

The Second Amendment and First Renewal extends the term of the lease until June 30, 2005. The rate for the first year of the renewal is \$10.75 per square foot for the office space and \$5.63 for the storage space. This is a three percent (3%) increase over the current rates. Funds have been budgeted for the new lease rates.

Seminole County has the option to terminate upon ninety (90) written notice. The Landlord is aware that the County intends to exercise the termination option when the new building at the Sanford-Orlando Airport is completed.

District 5, Commissioner McLain

Reviewed by: <u>[Signature]</u> Co Atty: <u>[Signature]</u> DFS: _____ Other: _____ DCM: <u>[Signature]</u> CM: <u>[Signature]</u> File No. <u>CASS01</u>
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**SECOND AMENDMENT AND FIRST RENEWAL AMENDMENT TO
SEMINOLE COUNTY SUPERVISOR OF ELECTIONS OFFICE LEASE**

THIS SECOND AMENDMENT AND FIRST RENEWAL is made and entered into this ____ day of _____, 20__ and is to that certain Lease made and entered into on the 23rd day of June, 1998, as amended on April 25, 2000, between **HOOGLAND ORLANDO, INC.**, whose address is 602 East Church Street, Orlando, Florida 32801, hereinafter referred to as "LANDLORD," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "TENANT".

W I T N E S S E T H:

WHEREAS, the LANDLORD and TENANT entered into the above-referenced Lease on June 23, 1998 for lease of office space located at 116 West First Street, Sanford, Florida; and

WHEREAS, the parties desire to amend and renew the Lease so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 19 of the Lease provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend and renew the Lease as follows:

1. **AMENDMENT.** Section 3 of the Lease is hereby amended to read:
3. **RENTAL.**

(a) The TENANT shall pay rent to the LANDLORD for said premises described in Section 1 hereof at an initial annual rate of NINE AND NO/100 DOLLARS (\$9.00) per square foot for the first year of the Lease term, payable on or before the tenth (10th) day of each calendar month

for that calendar month in equal monthly installments. Rental payments shall commence upon issuance of a Certificate of Occupancy and completion of all agreed upon buildout and buildout improvements by LANDLORD. Rent for a partial month's occupancy shall be prorated.

(b) The rent may be adjusted annually by three percent (3%). Each adjustment shall be effective upon the Lease anniversary date, which is defined as the first day of the month following the date of occupancy. Rental adjustments shall be calculated by multiplying the current annual rent by three percent (3%).

(c) The rates for the first Lease renewal period are as follows:

Year 1: July 1, 2003 through June 30, 2004 - SIX THOUSAND THREE HUNDRED SEVENTY-TWO AND 94/100 DOLLARS (\$6,372.94) per month (TEN AND 43/100 DOLLARS (\$10.43) per square foot for the main space and FIVE AND 46/100 DOLLARS (\$5.46) for the storage area).

Year 2: July 1, 2004 through June 30, 2005 - SIX THOUSAND FIVE HUNDRED SIXTY-FOUR AND 13/100 DOLLARS (\$6,564.13) per month (TEN AND 75/100 DOLLARS (\$10.75) per square foot for the main space and FIVE AND 63/100 DOLLARS (\$5.63) for the storage area).

2. **RENEWAL.** The Lease is hereby renewed for the term of two (2) years, from July 1, 2003 through June 30, 2005, unless terminated sooner as provided for therein.

3. Except as herein modified, all terms and conditions of the Lease shall remain in full force and effect for the term of the Lease, as originally set forth in said Lease.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

HOOGLAND ORLANDO, INC.

JEFFREY S. RUSSELL, Secretary

(CORPORATE SEAL)

By: _____
PIETER H. VAN BEEK, President

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney
AC/lpk
4/22/03
2am-1renew-sup of elec office lease