

CITY OF CORAL GABLES, FLORIDA

RESOLUTION NO. 2023-26

A RESOLUTION OF THE CITY COMMISSION AUTHORIZING THE APPROVAL OF A SECOND AMENDMENT TO LEASE BETWEEN THE CITY OF CORAL GABLES AND 338 MINORCA LAW CENTER, LLC FOR THE PROPERTY LOCATED AT 338 MINORCA AVENUE, FIRST FLOOR, CORAL GABLES, FL 33134 FOR AN ADDITIONAL THREE (3) MONTHS (05/01/23-07/31/23) FOR THE LOCATION OF THE ADMINISTRATIVE OFFICES OF THE CITY'S PARKING DEPARTMENT.

WHEREAS, after the sale of the 2801 Salzedo Public Safety Building on March 23, 2021, the City's Parking Department administrative staff was temporarily relocated to the City Hall Annex Building temporarily; and

WHEREAS, the City's long-term plan is to permanently relocate the Parking Department's offices within City Municipal (the "Minorca Garage"), located at 254 Minorca Avenue, Coral Gables, FL 33134; and

WHEREAS, in March-April of 2021, the City Hall Annex space was needed to relocate Development Services personnel due to the commencement of the construction/renovation project at the City's 427 Biltmore Way, Coral Gables, FL 33134 building; and

WHEREAS, on May 1, 2021, pursuant to Resolution 2021-71, the City of Coral Gables (the "Tenant") entered into a Lease Agreement (the "Lease") for a one-year term (05/01/21-4/30/22), with 338 Minorca Law Center, LLC (the "Landlord") for the first floor of 338 Minorca Avenue, Coral Gables, FL 33134 (the "Premises") to temporarily relocate the Parking Department offices; and

WHEREAS, the Premises are ½ block from the PFHQ and the Minorca Garage site and across the street from the City's Municipal Parking Lot #18 where the Department's patrons/visitors have been able to park and ample street parking also continues to be available right in front of the Premises; and

WHEREAS, on April 11, 2022, pursuant to Resolution No. 2022-61, Landlord and Tenant amended the Lease for an additional one-year term (05/01/22-4/30/23) which allowed for early termination after January 3, 2023, by providing sixty (60) days written notice, and increased the Base Rent to \$2,266.00 per month; and

WHEREAS, to allow for the City's completion of the Minorca Garage's construction, the Tenant requested, and Landlord agreed, to extend the Lease for an additional three (3) months (05/01/23-7/31/23); and

WHEREAS, the three month extension term allows for early termination by providing a sixty (60) day written notice, and the Base Rent remains at \$2,266.00 per month; and

WHEREAS, upon completion of the Minorca Garage’s construction, the City’s Parking Department will permanently move its offices to the garage;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF CORAL GABLES:

SECTION 1. That the foregoing **“WHEREAS”** clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon the adoption hereof.

SECTION 2. That the first amendment to lease is hereby approved in substantially the form attached hereto as **Exhibit “A.”**

SECTION 3. That this Resolution shall become effective immediately upon the date of its passage and adoption herein.


PASSED AND ADOPTED THIS FOURTEENTH DAY OF FEBRUARY, A.D., 2023.

(Moved: Mena / Seconded: Menendez)

(Unanimous Voice Vote)

(Agenda Item: E-1)


APPROVED:

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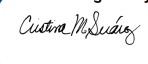
VINCE LAGO
MAYOR

ATTEST:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

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BILLY Y. URQUIA
CITY CLERK

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CRISTINA M. SUÁREZ
CITY ATTORNEY

EXHIBIT A

SECOND AMENDMENT TO OFFICE LEASE BETWEEN 338 MINORCA LAW CENTER, LLC AND THE CITY OF CORAL GABLES

THIS SECOND AMENDMENT TO OFFICE LEASE ("Amendment") BETWEEN 338 MINORCA LAW CENTER, LLC (the "Landlord") and the CITY OF CORAL GABLES, FLORIDA (the "City" or "Tenant") is made and entered into as of the 19 day of January, 2023 (the "Effective Date").

WITNESSETH:

WHEREAS, Landlord and -Tenant entered into an Office Lease dated April 23, 2021 (the "Lease") for the lease of certain office space in the building located at 338 Minorca Avenue, Coral Gables, Florida 33134;

WHEREAS, Landlord and Tenant amended the Lease March 11, 2022, extending the Term of the Agreement for one additional year and allowed for early termination after January 1, 2023, by providing sixty (60) days written notice; and

WHEREAS, Landlord and Tenant agreed to a three percent (3%) increase in the Base Rent which amounted to an additional \$66.00 per month, such that the Base Rent during the extension of the Term was \$2,266.00 per month; and

WHEREAS, Tenant has requested and Landlord has agreed to extend the Term for an additional three (3) months until July 31, 2023, allowing for early termination by the Tenant providing a sixty (60) day written notice to the Landlord. Landlord and Tenant have agreed that the Base Rent shall remain at \$2,266.00 per month.

NOW, THEREFORE, for and in consideration of the mutual promises, and for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, paid by the parties hereto to one another; the receipt and sufficiency of which are acknowledged by the parties hereto, the parties for themselves and their successors and assigns hereto hereby covenant and agree as follows:

1. **Incorporation of Recitals.** The above recitals are true and correct and are incorporated herein as if set forth in full.

2. **Defined Terms.** All capitalized terms not defined in this Amendment shall have the same meanings as set forth in the Lease. All references in the Lease and herein to the term "Lease" shall mean the Lease as amended by this Amendment.

3. **Term of the Lease.** Landlord and Tenant acknowledge and agree that the Term of the Lease, as referenced under Section 2.1 of the Lease, is hereby extended for an additional three (3) months, commencing on May 1, 2023 (the "Extension Commencement Date") and terminating on July 31, 2023 (the "Termination Date"), unless otherwise terminated or extended as provided in the Lease or this Amendment. Either party shall have the right to terminate this Lease ("Termination Right") at any time after May 1, 2023 ("Early Termination Date"), so long as it delivers to the other party a written notice ("Termination Notice"), of its election to exercise its Termination Right no less than sixty (60) days in advance of the Early Termination Date.

Upon either party timely and properly exercising its Termination Right, Tenant shall vacate the Premises and deliver possession to Landlord in the condition required by the Terms of this Lease on or before the Early Termination Date and Tenant shall have no further obligations under this Lease with respect to the Premises except for those accruing prior to the Early Termination Date, and those which, pursuant to the terms of the Lease, survive the expiration or early termination of this Lease with respect to the Premises.

4. **Ratification.** Except as modified by this Amendment, all of the terms, covenants and conditions of the Lease are confirmed and approved and shall remain in full force and effect.

5. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document. This Amendment may be executed by each party upon a separate copy, and one or more execution pages may be detached from one copy of this Amendment and attached to another copy in order to form one or more counterparts. Signature pages exchanged by facsimile or electronic transmission shall be fully binding.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties below have caused this Amendment to Lease Agreement to be executed under seal as of the date and year first above written.

ATTEST/WITNESS:

By: Magdalena Medel
Name: Magdalena Medel

By: [Signature]
Name: Maria Munero

LANDLORD:

**338 MINORCA LAW CENTER, LLC, a
Florida limited liability company**

By: [Signature]
Alfredo Izaguirre
Manager

TENANT:

**CITY OF CORAL GABLES, a
municipal corporation of the State of Florida**

By: _____
Peter J. Iglesias
City Manager

ATTEST:

By: _____
Billy Y. Urquia
City Clerk

Approved as to form and legal sufficiency

By: _____
Cristina M. Suárez
City Attorney