

CITY OF CORAL GABLES, FLORIDA

RESOLUTION NO. 2024-238

A RESOLUTION OF THE CITY COMMISSION APPROVING A FIFTH 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 ONE-YEAR TERM (01/01/25-12/31/25) FOR THE CONTINUED TEMPORARY RELOCATION OF THE CITY'S FINANCE DEPARTMENT COLLECTIONS STAFF OFFICES.

WHEREAS, on April 23, 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 Police and Fire Headquarters Building 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, on February 27, 2023, pursuant to Resolution No. 2023-26, Landlord and Tenant amended the Lease for an additional three-month term (05/01/23-7/31/23), which allowed for early termination by providing sixty (60) days written notice, with the monthly rent remaining at \$2,266.00 per month; and

WHEREAS, on July 17, 2023, pursuant to Resolution No. 2023-124, Landlord and Tenant amended the Lease for an additional five-month term (08/01/23-12/31/23) which allowed for early termination by providing sixty (60) days written notice with the monthly rent remained at \$2,266.00 per month; and

WHEREAS, on November 29, 2023, pursuant to Resolution No. 2023-333, Landlord and Tenant amended the Lease extending the term for an additional twelve-month term until December 31, 2024, which allowed for early termination by providing sixty (60) days written notice to the Landlord. Landlord and Tenant agreed that the monthly rent during the twelve-

month extension would be at \$2,750.00 per month to allow for the temporary relocation of the City's Finance Department Collections staff, due to City Hall third and first floor renovations; and

WHEREAS, the on-going renovations at City Hall will require the continued temporary relocation of City staff; and

WHEREAS, the Tenant has requested, and the Landlord has agreed, to extend the Lease for an additional one-year term (01/01/25-12/31/25), to continue to temporarily relocate the Collections Division's staff, allowing for early termination by providing a sixty (60) day written notice, with the monthly rent remaining at \$2,750.00 per month;

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 Fifth 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.

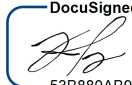
PASSED AND ADOPTED THIS EIGHTH DAY OF OCTOBER, A.D., 2024.

(Moved: Anderson / Seconded: Castro)

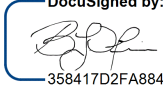
(Unanimous Voice Vote)

(Agenda Item: D-2)

APPROVED:

DocuSigned by:

53B880AB93824A5...
VINCE LAGO
MAYOR

ATTEST:

DocuSigned by:

358417D2FA884FF...
BILLY Y. URQUIA
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

DocuSigned by:

9A595ED64D304E8...
CRISTINA M. SUÁREZ
CITY ATTORNEY

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

THIS FIFTH 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 27 day of Sept, 2024 (the "Effective Date").

10/22/2024

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 April 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 monthly rent during the extension of the Term was \$2,266.00 per month; and

WHEREAS, Landlord and Tenant amended the Lease February 27, 2023, extending the Term of the Agreement for an additional three-month term which allowed for early termination by providing sixty (60) days written notice with the monthly rent remaining at \$2,266.00 per month; and

WHEREAS, Landlord and Tenant amended the Lease July 17, 2023, extending the Term of the Agreement for an additional five-month term which allowed for early termination by providing sixty (60) days written notice with the monthly rent remaining at \$2,266.00 per month; and

WHEREAS, Landlord and Tenant amended the Lease November 29, 2023, extending the Term of the Agreement for an additional twelve-month term until December 31, 2024, which allowed for early termination by providing sixty (60) days written notice to the Landlord. Landlord and Tenant agreed that the monthly rent during the twelve-month extension would be at \$2,750.00 per month; and

WHEREAS, *Tenant has requested and Landlord has agreed to extend the Term for an additional twelve (12) months until December 31, 2025, allowing for early termination by the Tenant providing a sixty (60) day written notice to the Landlord. with the monthly rent during the extension remaining at \$2,750.00 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 twelve (12) months, commencing on January 1, 2025 (the "Extension Commencement Date") and terminating on December 31, 2025 (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 January 1, 2025 ("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: 

Name: Kimberly Izaguirre

By: 

Name: Maria M. Howard

LANDLORD:

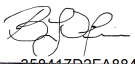
**338 MINORCA LAW CENTER, LLC, a
Florida limited liability company**

By: 
Alfredo Izaguirre
Manager

TENANT:

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

By: 
Amos Rojas, Jr.
City Manager

ATTEST:
By: 
Billy Y. Urquia
City Clerk

Approved as to form and legal sufficiency
By: 
Cristina M. Suarez
City Attorney

Signed by:
