DATE:       July 12, 2019

TO:         Kevin G. Wilson, PE
            Assistant County Administrator

ATTN:       Alice Steryou
            Contract Monitor

FROM:       Pamela G. Hancock, D.C.

SUBJECT:    May 22nd BOCC Meeting

Enclosed is a duplicate original of the following item for your handling:

C2 1st Amendment to Lease Agreement with Roberto Sanchez, Trustee of certain Land Trust dated October 21, 1991, and Southernmost Development, Inc., reducing the square footage of office space from 4,339 square feet to 3,559 square feet at the Professional Plaza Building in Key West for the Public Defender’s office.

Should you have any questions, please feel free to contact me at (305) 292-3550.

cc:         County Attorney
            Finance
            File
FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO THE LEASE AGREEMENT is made and entered into this 17th day of April, 2019, by and between Roberto Sanchez, as Trustee under that certain Land Trust Agreement dated October 21, 1991, (FEID 65-6026453), a "Land Trust", whose address is P.O. Box 414586, Miami Beach, Florida 33141 ("LESSOR"), and Southernmost Development, Inc., a for profit corporation incorporated in the State of Florida, whose address is P.O. Box 414586, Miami Beach, Florida 33141 ("LESSOR"), and the BOARD of COUNTY COMMISSIONERS for MONROE COUNTY, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040, ("COUNTY" or "LESSEE")

WHEREAS, the Lessors and Lessee entered into a Lease Agreement dated January 10, 2019, ("Lease Agreement"); and

WHEREAS, the Lessors and Lessee have agreed to revise the description of the suites, which are included as part of the premises, in the Lease; and

WHEREAS, LESSOR, Roberto Sanchez, as Trustee under that certain Land Trust Agreement dated October 21, 1991, owns Suites 301, 310, and 311; and LESSOR, Southernmost Development, Inc., owns Suite 302; and

WHEREAS, the Lessors and Lessee have agreed to adjust the rent based on the adjusted lease area included in the revised description of the premises; and

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants set forth below, the Lessors and the Lessee agree as follows:

1. Paragraph 1, PROPERTY, of the Lease Agreement, shall be replaced completely with the following:

   1. PROPERTY. LESSORS lease exclusively to the COUNTY the Suites identified as 301 and part of 302, part of 310, and 311 of the building known as the Key West Professional Building located at 1111 12th Street, Key West, Florida 33040, as more particularly shown on Exhibit "A-revised – 1st Amendment", hereafter the "Premises," containing 2,339 square feet; 220 square feet; and, 1,000 square feet, respectively. Exhibit "A-revised" is attached hereto and made a part of this Agreement.

2. Paragraph 4.A., RENT, of the Lease Agreement, shall be replaced completely with the following:

   4. RENT.

   A. For the use of the Premises, the LESSEE must pay the LESSORS the total rental sum of One Hundred Twenty-six Thousand Six Hundred Twenty-three and 00/100 ($126,623.00) Dollars per year, due in monthly installments payable in arrears upon receipt of a proper Invoice from each LESSOR or a combined Invoice from both LESSORS for the entire Premises identified in Exhibit "A-revised – 1st Amendment", Professional Plaza Lease
First Amendment
pursuant to the Florida Prompt Payment Act, Sections 218.70, Florida Statutes, et. seq. Each LESSOR agrees that there will be one (1) comprehensive monthly rental payment for the entire Premises, which shall be made payable to Roberto Sanchez, Trustee, with said monthly rent payments sent to:

Roberto Sanchez, Trustee  
P.O. Box 414586  
Miami Beach, Florida 33141

3. Paragraph 7.A., INSURANCE, of the Lease Agreement, shall be replaced completely with the following:

7. INSURANCE.

A. LESSORS shall obtain and keep in force, insurance coverage insuring against any loss or damage to the Premises caused by fire, windstorm, flood, or other such hazards, as well as a policy of comprehensive public liability insurance insuring LESSORS and LESSEE against any and all claims for damages to person or property, or loss of life or of property, occurring upon, in or about the Premises, for any defects, acts, or omissions other than those caused solely by LESSORS, its officers, employees, and agents. Any insurance proceeds from proper insurance policies maintained by LESSORS will be used to restore the building and Premises to its pre-loss state, unless this Lease is terminated pursuant to Paragraph 12 of the Lease Agreement.

4. Exhibit “A” attached to the Lease Agreement is replaced in its entirety with the attached new Exhibit “A – revised - 1st Amendment” and made a part hereof.

5. This First Amendment shall be retroactive to February 1, 2019.

6. The remaining terms of the Lease Agreement dated January 10, 2019, as amended, not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals the day and year first above written.

(SEAL)

ATTEST:

By: Maria Elena Sanchez
Printed Name: Maria Elena Sanchez
Title: Professional Plaza Lease
First Amendment

Roberto Sanchez, as Trustee, under that certain LAND TRUST AGREEMENT dated October 21, 1981, Lessor

BY: Roberto Sanchez
Printed Name: Roberto Sanchez
Title: Trustee
EXHIBIT A – revised – 1st Amendment
CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YYYY): 3/26/2019

PRODUCER
Key West Insurance
646 United Street, Suite 1
Key West FL 33040

REVISION NUMBER:

Insured
Roberto Sanchez, Trustee
PO Box 414586
Miami Beach FL 33141

INSURER A: Burlington Insurance Company
23620

COVERAGE
CERTIFICATE NUMBER: 66030438

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>LIMIT</th>
<th>TYPE OF INSURANCE</th>
<th>ADDED/AMENDED</th>
<th>POLICY NUMBER</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>GENERAL LIABILITY</td>
<td></td>
<td>7215002116</td>
<td></td>
</tr>
<tr>
<td></td>
<td>X COMMERCIAL GENERAL LIABILITY</td>
<td>X OCCUR</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>GENL AGGREGATE LIMIT APPLIES PER</td>
<td>LOC</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>AUTOMOBILE LIABILITY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ANY AUTO SCHEDULED AUTOS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>NON-OWNED AUTOS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ANY AUTO Hired AUTOS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>UMBRELLA LIABILITY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>EXCESS LIABILITY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>DED RETENTION'S</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in N/A)</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>DESCRIPTION OF OPERATIONS below</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Certificate holder is listed as additional insured with respect to the general liability as required by written contract.

CERTIFICATE HOLDER
Monroe County BOCB
1100 Simonton Street
Key West FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1989-2010 ACORD CORPORATION. All rights reserved.
EVIDENCE OF PROPERTY INSURANCE

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY
Key West Insurance
646 United Street, Suite 1
Key West, FL 33040

PHONE (305) 294-1096

COMPANY
Great American Insurance Co.
P.O. Box 719
Hartford CT 06142-0719

FAX (954) 735-2852
ADDRESS certificates@gatewayins.com

CODE: KEYWEPR-CD

INSURED
Key West Professional Plaza, Inc.
c/o Roberto Sanchez
PO Box 414586
Miami Beach, FL 33141

LOAN NUMBER
POLICY NUMBER
MAC200988010

EFFECTIVE DATE EXPRIATION DATE
10/21/2018 10/21/2019

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION
1111 12th Street, Key West, FL 33040

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERED INFORMATION

<table>
<thead>
<tr>
<th>COVERAGE / PERILS / FORMS</th>
<th>AMOUNT OF INSURANCE</th>
<th>DEDUCTIBLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building, Special, RC, Coincidence 90%</td>
<td>8,500,000</td>
<td>5,000</td>
</tr>
<tr>
<td>Business Income with Extra Expense</td>
<td>400,000</td>
<td>72 hours</td>
</tr>
<tr>
<td>Wind Only, Citizens Policy #00040025, RC</td>
<td>1,000,000</td>
<td>3%</td>
</tr>
<tr>
<td>Flood Only, Wright Flood Policy # 08115044545708</td>
<td>500,000</td>
<td>1,250</td>
</tr>
</tbody>
</table>

REMARKS (Including Special Conditions)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS
Monroe County Board of County Commissioners (BOCC)
1100 Simonton Street
Key West, FL 33040

MORTGEEE
ADDITIONAL INSURED

LOSS PAYEE

LOAN #
20056868

AUTHORIZED REPRESENTATIVE

© 1993-2009 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD
EXHIBIT A-revised page 2
Suite 311
1,000 Square Feet