

# City of North Port



# **Legislation Text**

File #: 17-0874, Version: 1

**TO:** Honorable Mayor & Members of the North Port Commission

FROM: Jonathan R. Lewis, ICMA-CM, City Manager

TITLE: Family Service Center Amended and Tenant Lease Agreement with Safe Place and Rape Crisis Center

(SPARCC), Inc. in the amount of \$2,016.

### **Recommended Action**

Approve the Amended and Restated Tenant Lease Agreement with Safe Place and Rape Crisis Center (SPARCC), Inc. for a term of one year, effective October 1, 2016, amended March 28, 2017 through September 30, 2017, to provide 144 square feet of furnished office space (B103) in the Family Service Center at a cost of \$14/sq. ft. for an annual lease of \$2,016, or 12 monthly payments of \$168.00.

#### **Background Information**

The Safe Place and Rape Crisis Center has been providing services at the Family Service Center from this unit for a year. SPARCC provides services to victims of domestic and sexual violence and promotes a violence free community through awareness and education.

At the guidance of the City Attorney's Office, the General Services Department has made the following modifications to address the Commission requested changes, as listed below:

- 1) Removed original section 4.1 Amount of Monthly Rent. Tenant agrees to pay to Landlord rent in the amount of One-Hundred Sixty-Eight dollars and no cents (\$168.00) per month. The rent due for any partial calendar months included in the lease term shall be prorated on a daily basis.
- 2) Added revised section 4.1 Rent. Tenant agrees to pay Landlord the following rent amounts, calculated at fourteen dollars (\$14.00) per square foot, per year, divided into twelve (12) monthly payments. Tenant agrees to pay Landlord rent in the amount of One Hundred Sixty-Eight dollars and no cents (\$168.00) per month for space B103.
- 3) Added section 4.2 Prorated Rent. The rent due for any partial calendar months included in the lease term shall be prorated on a daily basis.
- 4) Removed in its entirety section 4.4 Monthly Rent in Renewal Terms. Following the expiration of the Initial Term, Landlord may increase Tenant's monthly rent up to five percent (5%) for each renewed term. Landlord shall provide Tenant written notice of any such increase at least sixty (60) days prior to the expiration of the then existing term.

The 2016-2017 Tenant Lease Agreement has been reviewed and revised by the City Attorney's Office.

#### Strategic Plan

Financially Responsible City Providing Quality Municipal Services

#### **Financial Impact**

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Revenue from the annual Tenant Lease Agreement is \$2,016.

# **Procurement**

N/A

Attachments:

- Amended Lease FSC SPARCC 103 final
  Amended Lease FSC SPARCC 103 redlined
- 3. B103, FY16/17 SPARCC Executed Lease
- 4. September 27, 2016 Commission Meeting Minutes

Prepared by: Cheryl Greiner

**Department Director:** Robin Carmichael