

Meeting Date
December 15, 2015



AGENDA	
Section	Consent
Item No.	II.C.3

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Fourth Amendment to Lease Agreement with Boozer Properties, LLC.
DEPT/OFFICE:	Central Services/Facilities

Requested Action:
It is requested that the Board of County Commissioners approve the Fourth Amendment to Lease Agreement with Boozer Properties, LLC, for the continued use by the Melbourne Public Health Department; and authorize the Chairman to execute the Agreement. The leased property is located at 2275 South Babcock Street, Melbourne.

Summary Explanation & Background:

The Melbourne Public Health Department has been operating in space leased from Boozer Properties, LLC since August, 1989. The 16,100 square foot clinic provides medical services to the public health patients in South Brevard.

The State has begun construction of a permanent facility on University Boulevard, Melbourne. Construction is expected to be completed by Fall of 2016. The Fourth Amendment to Lease Agreement will extend the term of the Lease until January 9, 2017, and continue on a month-to-month basis thereafter, should additional time be required due to unforeseen delays.

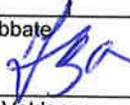
The monthly rent during the extended term will be at a rate of \$14.00 per square foot; \$18,783.34 monthly; \$225,400 annually. This is a gross lease, the cost of which includes real estate taxes, insurance, and common area maintenance. The rental rates are within the average range of comparable properties.

Fiscal Impact: Rent expense of \$212,922.50 for Fiscal Year 2015/16 will be paid from Fund 0001, Cost Center 201130, G/L Account 5440000, Rentals and Leases. Maintenance of the interior of the facility will be the responsibility of the Brevard County Public Health Department.

Contact: Teresa Camarata, teresa.camarata@brevardcounty.us
321-637-5492, ext. 52543

Clerk to the Board Instructions: Return two executed copies to Central Services.

Exhibits Attached: Fourth Amendment to Lease Agreement

Contract /Agreement (If attached):	Reviewed by County Attorney	Yes <input type="checkbox"/>	No <input type="checkbox"/>	PR <input type="checkbox"/>
County Manager	Assistant County Manager, Frank Abbate			
Stockton Whitten	Assistant County Manager, Venetta Valdengo	 Teresa Camarata, Central Services Director		



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972

December 16, 2015

M E M O R A N D U M

TO: Teresa Camarata, Central Services Department Director

RE: Item II.C.3., Fourth Amendment to Lease Agreement with Boozer Properties, LLC for the Continued Use by the Melbourne Public Health Department for Property Located at 2275 South Babcock Street, Melbourne

The Board of County Commissioners, in regular session on December 15, 2015, approved the Fourth Amendment to Lease Agreement with Boozer Properties, LLC, for the continued use by the Melbourne Public Health Department; and authorized the Chairman to execute the Agreement for property located at 2275 South Babcock Street, Melbourne. Enclosed are two fully-executed Fourth Amendment to Lease Agreements for your action.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge, Deputy Clerk

/ds

Encls. (2)

cc: Contracts Administration
Finance
Budget

FOURTH AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO AGREEMENT, made and entered into this 15 day of Dec., 2015, by and between the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "Tenant", and **BOOZER PROPERTIES, LLC**, hereinafter referred to as "Landlord".

WITNESSETH

WHEREAS, the parties have previously entered into a Lease Agreement on July 23, 1996, and Amendments dated August 28, 2001, July 26, 2005 and January 10, 2006, (referred to collectively as "Lease Agreement") which Lease Agreement is attached hereto and incorporated herein as Attachment "A" and made a part hereof by this reference, and

WHEREAS, the parties desire to extend the term of the Lease Agreement for twelve (12) months.

NOW THEREFORE, in consideration of the covenants and premises contained herein, the Landlord and Tenant agree that the Lease is amended as follows:

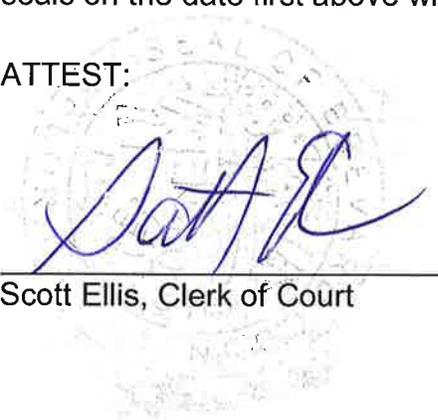
SECTION 1: LEASE TERM – The term of this Lease shall be amended to extend the term of the Lease to begin January 10, 2016 and terminate on January 9, 2017; and continue on a month-to-month basis thereafter, until terminated by the Tenant and/or Landlord by giving the other no less than ninety (90) days advance written notice of termination.

SECTION 2: RENT - The monthly rent shall be payable in equal monthly installments of \$18,783.33 (\$14.00/square foot) for each month, in advance of the first day of each calendar month throughout the Lease term. The rent payment includes the Tenant's pro rata share of property taxes and common area maintenance.

SECTION 3. All other terms and provisions of the Lease dated July 23, 1996 and as amended as referenced herein, which are not inconsistent with the terms and provisions of this Fourth Amendment to the Lease Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first above written.

ATTEST:





Scott Ellis, Clerk of Court

BREVARD COUNTY BOARD OF
COUNTY COMMISSIONERS:



Jim Barfield, Chairman

As approved by the Board on: 12/15/15

BOOZER PROPERTIES, LLC



MANAGING MEMBER

Printed Name: Fred Boozer Jr