

F.23



**AGENDA REPORT
July 10, 2018**

SUBJECT:

It is requested that the Board of County Commissioners approve and authorize the Chair to execute the attached Lease Modification #3 to Agreement with the State of Florida Division of Plant Industry for the lease of 324 square feet of office space at the UF/Extension Services, Agriculture Center in Cocoa. This modification will extend the term of the lease for an additional 36 months, from July 15, 2018 to July 14, 2021.

FISCAL IMPACT:

This action allows for budgeted revenue in the amount of \$6,402.24 per fiscal year. The total revenue amount for the 36 month extension equals \$19,206.72

DEPT/OFFICE:

Ag Extension Services

REQUESTED ACTION:

It is requested that the Board of County Commissioners approve and authorize the Chair to execute the attached Lease Modification #3 to Agreement with the State of Florida Division of Plant Industry for the lease of 324 square feet of office space at the UF/Extension Services, Agriculture Center in Cocoa.

THIS ACTION REQUIRES A SUPER MAJORITY VOTE.

SUMMARY EXPLANATION and BACKGROUND:

This lease modification continues a longstanding cooperative relationship which began in 2007 with the Florida Division of Plant Industry, who leases space for two employees involved in inspecting nursery production and garden center businesses. The division clients often utilize the educational resources available through UF/Extension Services. The funds generated by the lease are included in the UF/Extension Services budget.

CLERK TO THE BOARD INSTRUCTIONS:

Please have the Chair execute five (5) original Modifications #3 to Lease Agreement. Contact Lisa Wishe 633-1702 x237, UF/Extension Services for pick up.

ATTACHMENTS:

Description

- Lease Mod 3**
- Lease Mod 3 Contract Approval Form**
- Lease Mod 2**
- Lease Mod 1**
- Lease Agreement**

REVIEWERS:

Department	Reviewer
Ag Extension Services	Shephard, Beth
County Attorney Office	Bentley, Eden
ACM Community Services	Liesenfelt, Jim
County Manager	Abbate, Frank

ATTACHMENTS:

Description

- ▢ **Lease Mod 3**
- ▢ **Lease Mod 3 Contract Approval Form**
- ▢ **Lease Mod 2**
- ▢ **Lease Mod 1**
- ▢ **Lease Agreement**



**AGENDA REPORT
July 10, 2018**

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DEPT/OFFICE:

Ag Extension Services

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THIS ACTION REQUIRES A SUPER MAJORITY VOTE.

SUMMARY EXPLANATION and BACKGROUND:

This lease modification continues a longstanding cooperative relationship which began in 2007 with the Florida Division of Plant Industry, who leases space for two employees involved in inspecting nursery production and garden center businesses. The division clients often utilize the educational resources available through UF/Extension Services. The funds generated by the lease are included in the UF/Extension Services budget.

CLERK TO THE BOARD INSTRUCTIONS:

Please have the Chair execute five (5) original Modifications #3 to Lease Agreement. Contact Lisa Wishe 633-1702 x237, UF/Extension Services for pick up.

52316
633-1702 -

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: State of Florida Lease Agreement Mod. #3 extending term of lease for Extension Services	
2. Fund/Account #: 0001/200800/3620050/R30001	3. Department Name: Extension Services
4. Contract Description: Lease Agreement Mod. #3 extending agreement term	
5. Contract Monitor: Lisa Wishe	7. Contract Type:
6. Dept/Office Director: Beth Shephard	INTERGOVT/STATE <input type="checkbox"/>

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

COUNTY OFFICE	APPROVAL		SIGNATURE	DATE
	YES	NO		
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

SECTION III - REVIEW AND APPROVAL TO EXECUTE

COUNTY OFFICE	APPROVAL		SIGNATURE	DATE
	YES	NO		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Sabell Spill</i>	5-24-18
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>CT Valen</i>	5/29/18

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete <input checked="" type="checkbox"/>
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status	<input type="checkbox"/>
Contract Title	<input type="checkbox"/>
Contract Type	<input type="checkbox"/>
Contract Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date	<input type="checkbox"/>
Contract Effective Date	<input type="checkbox"/>
Contract Expiration Date	<input type="checkbox"/>
Contract Absolute End Data (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Initial Contract Form with County Attorney/ Risk Management Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

July 11, 2018

MEMORANDUM

TO: Beth Shephard, University of Florida/Extension Services Interim Director

RE: Item F.23., Lease Modification #3 to Agreement with the State of Florida Division of Plant Industry for Lease of Space

The Board of County Commissioners, in regular session on July 10, 2018, executed and approved the Lease Modification #3 to Agreement with the State of Florida Division of Plant Industry for the lease of 324 square feet of office space at the UF/Extension Services, Agriculture Center in Cocoa, with term extended for an additional 36 months, and equaling \$19,206.72. Enclosed are five fully-executed Agreements for your action.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/ds

Encls. (5)

cc: County Manager
Contracts Administration
Finance
Budget



STATE OF FLORIDA
Agreement for Modification
 Bureau of Leasing, Department of Management Services Form 4040

Lease Number: 420:0413

Modification Number: 3

WHEREAS, the Department of Agriculture and Consumer Services, as Lessee, has previously entered into Lease Number 420:0413, on May 8th, 2007 which became effective July 15th, 2007 and consists of 324 square feet; the current Lessor being Brevard County Board of County Commissioners

and WHEREAS, the current description of the leased premises is:

Brevard County Extension Service Building
3695 Lake Drive, Room 28
Cocoa, FL 32929

and the covenants and conditions contained in the original State of Florida, Department of Management Services' Lease Agreement, as amended by the below modification(s) are hereby readopted and incorporated herein.

1. **Agreement for Lease Renewal:**

Lessor and Lessee agree that, pursuant to Article _____ of the Lease Agreement described above, the Lessee hereby exercises the option to renew Lease for a period of _____ year(s) beginning _____ and ending _____.

2. **Agreement for Lease Extension:**

Lessor and Lessee hereby agree to extend the term of the Lease Agreement described above for a period of 36 month(s), beginning July 15th, 2018 and ending July 14th, 2021.

3. **Restructuring the Rental Rate:**

Commencing _____, _____, the Lease referenced above is amended to increase or decrease the rental rate per square foot per year paid to the Lessor by the Lessee to the amounts as specified in Article 8 of this agreement.

4. **Increase or Decrease Square Footage:**

Commencing _____, _____, the Lease referenced above is amended to increase or decrease the square footage leased under this Lease by _____ square feet from _____ square feet to _____ square feet. The description of added or deleted square footage is: _____ and the rental rates, pursuant to this change, shall be as specified in Article 8 of this Agreement.

5. **Change the Renewal Option Terms:**

Commencing _____, _____, the Lease is hereby amended to change the renewal option periods from _____, _____ year periods to _____, _____ year periods.

6. **Cooperation with the Inspector General:**

Pursuant to section 20.055(5), Florida Statutes, contractor and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.



STATE OF FLORIDA Agreement for Modification

Bureau of Leasing, Department of Management Services Form 4040

Lease Number: 420:0413

Modification Number: 3

7. Other:

(Use this section to specify terms not included in the sections above. If this box is not selected, no additional modifications are included.)

8. Effective Rental Rates -- Square Footage 324

Start (MM/DD/YYYY)	TERM		RATE PER SQUARE FOOT	MONTHLY RATE	ANNUAL RATE
	End (MM/DD/YYYY)				
07/15/2018	-	07/14/2019	\$19.76	\$533.52	\$6,402.24
07/15/2019	-	07/14/2020	\$19.76	\$533.52	\$6,402.24
07/15/2020	-	07/14/2021	\$19.76	\$533.52	\$6,402.24
	-			\$0.00	\$0.00
	-			\$0.00	\$0.00
	-			\$0.00	\$0.00
	-			\$0.00	\$0.00
	-			\$0.00	\$0.00
	-			\$0.00	\$0.00
	-			\$0.00	\$0.00

Agreement to Incorporate Addendum

WHEREAS, both the Lessor and the Lessee wish to amend and modify said lease so as to incorporate Addendum _____ effective _____,

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained; the parties hereto hereby agree as follows:

Commencing _____, _____, said lease is hereby amended and modified to incorporate Addendum _____.



STATE OF FLORIDA
Agreement for Modification
 Bureau of Leasing, Department of Management Services Form 4040

Lease Number: 420:0413

Modification Number: 3

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the 25th of July, 2018.

ANY MODIFICATION OF A LEASE AGREEMENT SHALL NOT BECOME LEGALLY EFFECTIVE UNTIL APPROVED/ACCEPTED BY THE DEPARTMENT OF MANAGEMENT SERVICES.

ORIGINAL SIGNATURES REQUESTED ON ALL COPIES

As to Lessor – Lessor, or authorized representative and two witnesses must sign, print name and enter date.

<input checked="" type="checkbox"/>	<u>Rita Pritchett</u> Lessor or Authorized Representative	Brevard County Rita, Pritchett, Chair	As approved by the BOCC on: <u>7-10-2018</u>
<input checked="" type="checkbox"/>	<u>Yammy Rowe</u> Witness #1	<u>Yammy Rowe</u> Printed Name	<u>7/10/18</u> Date
<input checked="" type="checkbox"/>	<u>Donna Scott</u> Witness #2	<u>Donna Scott</u> Printed Name	<u>7/10/18</u> Date

As to Lessee Agency – Agency head, or authorized delegate, and representative of Agency Office of General Counsel must sign, print name and enter date.

<input checked="" type="checkbox"/>	<u>J.B.H.</u> Agency Head or Authorized Delegate	Joey B. Hicks, Director of Administration	<u>7/14/18</u> Date
<input checked="" type="checkbox"/>	<u>[Signature]</u> Agency Office of General Counsel	Funmi Ojetayo, Senior Attorney	<u>7/15/18</u> Date

As to the Department of Management Services – Chief Real Property Administrator (or authorized designee) and Secretary (or authorized delegate) must sign, print name and enter date. When applicable, DMS Office of General Counsel shall sign, print name and enter date.

<input checked="" type="checkbox"/>	<u>Michelle Stevens</u> Chief Real Property Administrator	<u>Michelle Stevens/Chief</u>	<u>7/25/18</u> Date
<input checked="" type="checkbox"/>	<u>[Signature]</u> Secretary or Authorized	 Printed Name	 Date
<input checked="" type="checkbox"/>	 DMS Office of General Counsel	 Printed Name	 Date

ATTEST:

[Signature]

Scott Ellis, Clerk

SEAL

Reviewed for legal form and content
[Signature] 5/29/18
 Assistant County Attorney / Date

Date: JUL 10 2018



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
UPDATED DISCLOSURE STATEMENT

Lease Number: 420:0413

Location: Brevard County Extension Service Building
 3695 Lake Drive, Room 28
 Cocoa, FL 32929

The Disclosure of Ownership Statement, form FM 4114, currently on file dated 05/08/2007 remains valid and correct.

Lessor: Brevard County Board of County Commissioners

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

ATTEST:



By: Scott Ellis, Clerk

Date: JUL 10 2018

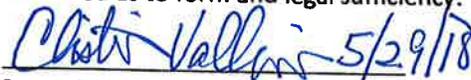
BOARD OF COUNTY COMMISSIONERS
 OF BREVARD COUNTY, FLORIDA



Rita Pritchett, Chair

As approved by the BOCC on: JUL 10 2018

Reviewed as to form and legal sufficiency:



By: Assistant County Attorney / Date



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
 Employment Eligibility Verification

ADDENDUM 5

LEASE NUMBER: 4 2 0 : 0 4 1 3

Pursuant to Executive Order #11-02 (as Superseded by 11-116), Lessor agrees that it will enroll and participate in the Employment Eligibility Verification Program ("E-Verify Program") administered by the U.S. Department of Homeland Security ("DHS"), under the terms provided in the "Memorandum of Understanding" with DHS governing the program, to verify the employment eligibility of all persons it employs under the lease term to perform duties in Florida. Lessor further agrees to provide to the Lessee, as part of the leasing documents, documentation of such enrollment in the form of a copy of the "Edit Company Profile" page in E-Verify, which contains proof of enrollment in the E-Verify Program. (This page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage.) Information regarding "E-Verify" is available at the following website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm#1.

Lessor further agrees that it will require each subcontractor that performs work under this lease to verify the employment eligibility of its employees hired during the term of this contract by enrolling and participating in the E-Verify Program within ninety days of the effective date of this lease or within ninety days of the effective date of the contract between the Lessor and the subcontractor, whichever is later. The Lessor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency and other authorized state officials upon request.

Lessor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify Program, including participation by its subcontractors as provided above, and to make such records available to the Agency and other authorized state officials upon request.

Compliance with the terms of this Employment Eligibility Verification provision (including compliance with the terms of the "Memorandum of Understanding" with DHS) is hereby made an express condition of this lease.

Department of Agriculture and Consumer Services
 Lessee

 Lessee Signature
 (x) _____
 Mike Gresham / Director of Administration
 Name/Title

 Date

Brevard County Board of County Commissioners
 Lessor

 Lessor Signature
 (x) *Rita Pritchett*
 Rita Pritchett, Commissioner
 Name/Title

 July 10, 2018
 Date

ATTESTED: _____
 SCOTT ELLIS, CLERK
 Approved by Board 7/10/18

DIVISION OF ADMINISTRATION
(850) 617-7000



THE MAYO BUILDING
407 SOUTH CALHOUN STREET
TALLAHASSEE, FLORIDA 32399-0800

MOD 2,
MOD 1

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
COMMISSIONER ADAM H. PUTNAM

May 20, 2013

Lisa Wishe
Administrative Assistant to the Director
UF/Brevard County Extension Service
3695 Lake Drive
Cocoa, FL 32926

Re: FDACS Lease No. 420:0413: Agreement to Extend Term; Plant Industry

I am enclosing your copy of the subject Agreement. Please feel free to call me at (850) 617-7028 if I can answer any questions or help with any issue concerning the lease.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jim Spargo IV".

Jim Spargo IV
Senior Management Analyst

/js
Enclosures



STATE OF FLORIDA
Agreement for Modification
 Bureau of Leasing, Department of Management Services Form 4040

Lease Number: 420:0413

Modification Number: 2

WHEREAS, the Florida Department of Agriculture and Consumer Services, as Lessee, has previously entered into Lease Number 420:0413, on May 8th, 2007 which became effective July 15th, 2007 and consists of 324 square feet; the current Lessor being Brevard County Board of County Commissioners

and WHEREAS, the current description of the leased premises is:

Brevard County Extension Service Building
3695 Lake Drive, Room 28
Cocoa, FL 32929

and the covenants and conditions contained in the original State of Florida, Department of Management Services' Lease Agreement, as amended by the below modification(s) are hereby readopted and incorporated herein.

1. **Agreement for Lease Renewal:**

Lessor and Lessee agree that, pursuant to Article _____ of the Lease Agreement described above, the Lessee hereby exercises the option to renew Lease for a period of _____ year(s) beginning _____, _____ and ending _____, _____.

2. **Agreement for Lease Extension:**

Lessor and Lessee hereby agree to extend the term of the Lease Agreement described above for a period of 60 month(s), beginning July 15th, 2013 and ending July 14th, 2018.

3. **Restructuring the Rental Rate:**

Commencing _____, _____, the Lease referenced above is amended to increase or decrease the rental rate per square foot per year paid to the Lessor by the Lessee to the amounts as specified in Article 7 of this agreement.

4. **Increase or Decrease Square Footage:**

Commencing _____, _____, the Lease referenced above is amended to increase or decrease the square footage leased under this Lease by _____ square feet from _____ square feet to _____ square feet.

The description of added or deleted square footage is: _____ and the rental rates, pursuant to this change, shall be as specified in Article 7 of this Agreement.

5. **Change the Renewal Option Terms:**

Commencing _____, _____, the Lease is hereby amended to change the renewal option periods from _____, _____ year periods to _____, _____ year periods.



STATE OF FLORIDA
Agreement for Modification

Bureau of Leasing, Department of Management Services Form 4040

Lease Number: 420:0413

Modification Number: 2

6. Other:

(Use this section to specify terms not included in the sections above. If this box is not selected, no additional modifications are included.)

7. Effective Rental Rates – Square Footage 324

Start (MM/DD/YYYY)	TERM		RATE PER SQUARE FOOT	MONTHLY RATE	ANNUAL RATE
	Start	End			
07/15/2013	-	07/14/2018	\$19.76	\$533.52	\$6,402.24
-	-	-	-	\$0.00	\$0.00
-	-	-	-	\$0.00	\$0.00
-	-	-	-	\$0.00	\$0.00
-	-	-	-	\$0.00	\$0.00
-	-	-	-	\$0.00	\$0.00
-	-	-	-	\$0.00	\$0.00
-	-	-	-	\$0.00	\$0.00
-	-	-	-	\$0.00	\$0.00
-	-	-	-	\$0.00	\$0.00

Agreement to Incorporate Addendum

WHEREAS, both the Lessor and the Lessee wish to amend and modify said lease so as to incorporate Addendum _____ effective _____.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained; the parties hereto hereby agree as follows:

Commencing _____, _____, said lease is hereby amended and modified to incorporate Addendum _____.



STATE OF FLORIDA
Agreement for Modification
 Bureau of Leasing, Department of Management Services Form 4040

Lease Number: 420:0413

Modification Number: 2

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the May 13, 2013

ANY MODIFICATION OF A LEASE AGREEMENT SHALL NOT BECOME LEGALLY EFFECTIVE UNTIL APPROVED/ACCEPTED BY THE DEPARTMENT OF MANAGEMENT SERVICES.

ORIGINAL SIGNATURES REQUESTED ON ALL COPIES

As to Lessor - Lessor, or authorized representative and two witnesses must sign, print name and enter date.

X		As approved by the Board Andy Anderson, Chairman	April 30, 2013
	Lessor or Authorized Representative	Printed Name/Title	Date
X			
	Witness #1	Printed Name	Date
X			
	Witness #2	Printed Name	Date

As to Lessee Agency - Agency head, or authorized delegate, and representative of Agency Office of General Counsel must sign, print name and enter date.

X		Mike Gresham / Director of Administration	5-13-13
	Agency Head or Authorized Delegate	Printed Name/Title	Date
X		Stephen Donelan	5/14/13
	Agency Office of General Counsel	Printed Name	Date

As to the Department of Management Services - Chief Real Property Administrator (or authorized designee) and Secretary (or authorized delegate) must sign, print name and enter date. When applicable, DMS Office of General Counsel shall sign, print name and enter date.

X		CASEY J. NAYLOR GENERAL SERVICES	5/16/13
	Chief Real Property Administrator	Printed Name/Title	Date
X	Delegation No. REDM 2013-05		
	Secretary or Authorized	Printed Name	Date
X	N/A		
	DMS Office of General Counsel	Printed Name	Date

Reviewed for legal form and content:
 Assistant County Attorney



July 11, 2012

MEMORANDUM

TO: Linda Seals, University of Florida Brevard County Extension Services Interim Director

RE: Item III.A.1., Agreement for Modification to Extend Term of Lease No. 420:0413 with State of Florida Division of Plant Industry for Office Space at Agriculture Center in Cocoa

The Board of County Commissioners, in regular session on July 10, 2012, executed Agreement for Modification to extend term of Lease No. 420:0413 with State of Florida Division of Plant Industry for lease of 324 square feet of office space at the Agriculture Center in Cocoa. Enclosed is the original Agreement for Modification.

Upon execution by the State, please return a fully-executed copy of the Agreement for Modification to this office for inclusion in the official minutes.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
MITCH NEEDELMAN, CLERK

Tammy Etheridge, Deputy Clerk

Encl. (1)

cc: Contracts Administration
Finance
Budget



STATE OF FLORIDA Agreement for Modification

Bureau of Leasing, Department of Management Services Form 4040

Lease Number: 420:0413

Modification Number: 1

WHEREAS, the Department of Agriculture & Consumer Services, as Lessee, has previously entered into Lease Number 420:0413, on May 8th, 2007 which became effective July 15th, 2007 and consists of 324 square feet; the current Lessor being Brevard County Board of County Commissioners

and WHEREAS, the current description of the leased premises is:

Brevard County Extension Service Building
3695 Lake Drive, Room 28
Cocoa, FL 32929

and the covenants and conditions contained in the original State of Florida, Department of Management Services' Lease Agreement, as amended by the below modification(s) are hereby readopted and incorporated herein.

1. **Agreement for Lease Renewal:**

Lessor and Lessee agree that, pursuant to Article _____ of the Lease Agreement described above, the Lessee hereby exercises the option to renew Lease for a period of _____ year(s) beginning _____, _____ and ending _____, _____.

2. **Agreement for Lease Extension:**

Lessor and Lessee hereby agree to extend the term of the Lease Agreement described above for a period of _____ month(s), beginning July 15th, 2012 and ending July 14th, 2013.

3. **Restructuring the Rental Rate:**

Commencing _____, _____, the Lease referenced above is amended to increase or decrease the rental rate per square foot per year paid to the Lessor by the Lessee to the amounts as specified in Article 7 of this agreement.

4. **Increase or Decrease Square Footage:**

Commencing _____, _____, the Lease referenced above is amended to increase or decrease the square footage leased under this Lease by _____ square feet from _____ square feet to _____ square feet.

The description of added or deleted square footage is: _____ and the rental rates, pursuant to this change, shall be as specified in Article 7 of this Agreement.

5. **Change the Renewal Option Terms:**

Commencing _____, _____, the Lease is hereby amended to change the renewal option periods from _____, _____ year periods to _____, _____ year periods.



STATE OF FLORIDA Agreement for Modification

Bureau of Leasing, Department of Management Services Form 4040

Lease Number: 420:0413

Modification Number: 1

6. Other:

(Use this section to specify terms not included in the sections above. If this box is not selected, no additional modifications are included.)

7. Effective Rental Rates – Square Footage 324

Start (MM/DD/YYYY)	TERM		RATE PER SQUARE FOOT	MONTHLY RATE	ANNUAL RATE
	Start	End (MM/DD/YYYY)			
07/15/2012	-	07/14/2013	\$19.76	\$533.52	\$6,402.24
-	-	-	-	\$0.00	\$0.00
-	-	-	-	\$0.00	\$0.00
-	-	-	-	\$0.00	\$0.00
-	-	-	-	\$0.00	\$0.00
-	-	-	-	\$0.00	\$0.00
-	-	-	-	\$0.00	\$0.00
-	-	-	-	\$0.00	\$0.00
-	-	-	-	\$0.00	\$0.00

Agreement to Incorporate Addendum

WHEREAS, both the Lessor and the Lessee wish to amend and modify said lease so as to incorporate Addendum 5 effective July 15th, 2012.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained; the parties hereto hereby agree as follows:

Commencing July 15th, 2012, said lease is hereby amended and modified to incorporate Addendum 5.



STATE OF FLORIDA

Agreement for Modification

Bureau of Leasing, Department of Management Services Form 4040

Lease Number: 420:0413

Modification Number: 1

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the _____, _____, _____.

ANY MODIFICATION OF A LEASE AGREEMENT SHALL NOT BECOME LEGALLY EFFECTIVE UNTIL APPROVED/ACCEPTED BY THE DEPARTMENT OF MANAGEMENT SERVICES.

ORIGINAL SIGNATURES REQUESTED ON ALL COPIES

As to Lessor – Lessor, or authorized representative and two witnesses must sign, print name and enter date.

X	 _____ <small>Lessor or Authorized Representative</small>	Chuck Nelson, Chairman <small>Printed Name/Title</small>	07-10-12 <small>Date</small>
As approved by the Board 7-10-12			
X	 _____ <small>Witness #1</small>	Tammy Etheridge <small>Printed Name</small>	7-10-12 <small>Date</small>
X	 _____ <small>Witness #2</small>	Donna Scott <small>Printed Name</small>	7-10-12 <small>Date</small>

As to Lessee Agency – Agency head, or authorized delegate, and representative of Agency Office of General Counsel must sign, print name and enter date.

X	_____ <small>Agency Head or Authorized Delegate</small>	Mike Gresham / Director of Administration <small>Printed Name/Title</small>	_____ <small>Date</small>
X	_____ <small>Agency Office of General Counsel</small>	Stephen Doneian <small>Printed Name</small>	_____ <small>Date</small>

As to the Department of Management Services – Chief Real Property Administrator (or authorized designee) and Secretary (or authorized delegate) must sign, print name and enter date. When applicable, DMS Office of General Counsel shall sign, print name and enter date.

X	_____ <small>Chief Real Property Administrator</small>	_____ <small>Printed Name/Title</small>	_____ <small>Date</small>
X	_____ <small>Secretary or Authorized</small>	_____ <small>Printed Name</small>	_____ <small>Date</small>
X	_____ <small>DMS Office of General Counsel</small>	_____ <small>Printed Name</small>	_____ <small>Date</small>



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
Employment Eligibility Verification

ADDENDUM 5

LEASE NUMBER: 4 2 0 : 0 4 1 3

Pursuant to Executive Order #11-02 (as Superseded by 11-116), Lessor agrees that it will enroll and participate in the Employment Eligibility Verification Program ("E-Verify Program") administered by the U.S. Department of Homeland Security ("DHS"), under the terms provided in the "Memorandum of Understanding" with DHS governing the program, to verify the employment eligibility of all persons it employs under the lease term to perform duties in Florida. Lessor further agrees to provide to the Lessee, as part of the leasing documents, documentation of such enrollment in the form of a copy of the "Edit Company Profile" page in E-Verify, which contains proof of enrollment in the E-Verify Program. (This page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage.) Information regarding "E-Verify" is available at the following website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm#1.

Lessor further agrees that it will require each subcontractor that performs work under this lease to verify the employment eligibility of its employees hired during the term of this contract by enrolling and participating in the E-Verify Program within ninety days of the effective date of this lease or within ninety days of the effective date of the contract between the Lessor and the subcontractor, whichever is later. The Lessor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency and other authorized state officials upon request.

Lessor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify Program, including participation by its subcontractors as provided above, and to make such records available to the Agency and other authorized state officials upon request.

Compliance with the terms of this Employment Eligibility Verification provision (including compliance with the terms of the "Memorandum of Understanding" with DHS) is hereby made an express condition of this lease.

Department of Agriculture and Consumer Services Lessee	Brevard County Board of County Commissioners Lessor
(x) _____ Lessee Signature	(x) _____ Lessor Signature
Mike Gresham / Director of Administration _____ Name/Title	_____ Name/Title
_____ Date	_____ Date



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
UPDATED DISCLOSURE STATEMENT

Lease Number: 420:0413

Location: 3695 Lake Drive, Room 28
Cocoa, FL 32929

The Disclosure of Ownership Statement, form FM 4114, currently on file dated 05/08/2007, remains valid and correct.

Lessor: Brevard County Board of County Commissioners

(x) 
Authorized Signature

(SEAL)

Chuck Nelson, Chairman
Name/Title

July 10, 2012

As approved by the ~~Board~~ Board 7-10-12

Lease Agreement



Florida Department of Agriculture and Consumer Services
CHARLES H. BRONSON, Commissioner
The Capitol • Tallahassee, FL 32399-0800
www.doacs.state.fl.us

Please Respond to:

407 South Calhoun Street M-12
Tallahassee, FL 32399-0800
Telephone 850-488-1735

June 11, 2007

Mr. Jim Fletcher, Director
Brevard County
3695 Lake Drive
Cocoa, FL 32929

Re: FDACS Lease No. 420.0413

Dear Mr. Fletcher:

I am enclosing a fully executed copy of the subject Lease Agreement for the Division of Plant Industry's space at the Brevard County Extension Office in Cocoa.

Please call me if I can ever be of any assistance.

Sincerely,

CHARLES H. BRONSON
COMMISSIONER OF AGRICULTURE

A handwritten signature in black ink, appearing to read "Jim Spargo IV".

Jim Spargo IV, Senior Management Analyst II
Office of the Director
Division of Administration

/js

Enclosures



Florida Agriculture and Forest Products
\$87 Billion for Florida's Economy



TAMARA J. RICARD, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

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

May 9, 2007

MEMORANDUM

TO: James Fletcher, County Extension Director

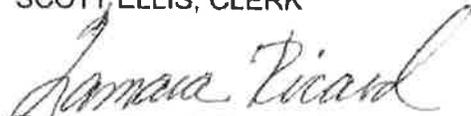
RE: Item III.B.1., Lease Agreement with State of Florida for Space for Plant Industry Inspectors

The Board of County Commissioners, in regular session on May 8, 2007, adopted Resolution No. 07-131; and executed Lease Agreement with the State of Florida Department of Agriculture and Consumer Services, Division of Plant Industry for lease of 324 square feet of office space at the Agricultural Center in Cocoa. Enclosed are a certified copy of the Resolution, original and two signed copies of the Lease Agreement, and the original signed Disclosure Statement. Upon execution of the documents by the State, please return a fully-executed copy of the documents to this office for inclusion in the official minutes.

Your continued cooperation is always appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK


Tamara Ricard, Deputy Clerk

/jj

Encls. (5)

cc: Contracts Administration
Finance
Budget

Meeting Date
May 8, 2007



AGENDA	
Section	CONSENT
Item No.	

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT: Lease Agreement with State of Florida Division of Plant Industry, Rc: Space for Plant Industry Inspectors

DEPT. / OFFICE: Office of Agriculture & Extension

Requested Action:

It is requested that the Board of County Commissioners approve and authorize the Chairman to execute the attached renewal lease agreement with the State of Florida Division of Plant Industry for lease of 324 square foot of office space at the Agriculture Center in Cocoa.

Summary Explanation & Background:

This renewal lease continues the longstanding cooperative relationship with the Florida Division of Plant Industry who leases space for two State employees involved in inspecting nursery production and garden center businesses. The Division clients often use the educational resources available through the Agriculture Center.

This is a five-year lease which begins on July 15, 2007 and ends on July 14, 2012.

Fiscal Impact: This action allows for budgeted revenue in the amount of \$ 5,644.08 for fiscal year 2007-2008; \$ 5,825.12 for fiscal year 2008-2009; \$ 6,013.44 for fiscal year 2009-2010; \$ 6,204.60 for fiscal year 2010-2011 and \$ 6,402.24 for fiscal year 2011-2012. This is a mutually beneficial agreement and provides for an improved quality of life and safety for the citizens of Brevard County.

Contact: Jim Fletcher - 633-1702 or jhfr@ufl.edu

Exhibits Attached:

Resolution No. 2007, Agreement for Lease Renewal (3), Disclosure Statement (1)

Contract /Agreement (If attached): Reviewed by County Attorney Yes No

County Manager's Office
 Peggy Busacca, County Manager

Department
 James H. Fletcher, County Extension Director

INITIAL CONTRACT FORM

SECTION I

The following information must be completed on all new contracts submitted to the Board:

1. Contractor: Department of Agriculture & Consumer Services, Division of Plant Industry	
2. Fund/Account #: 0001/200800	3 Division Name: Agriculture & Extension Service
4. Contract Description: Lease of two (2) rooms at Agriculture Center	
5. Contract Monitor: Ann Mazon	6. Mail Stop #: 42
7. Dept/Office Director: James H. Fletcher	8. Class Code:
ACTION DATE: 30 days from entry	ACTION REQUIREMENT: Need complete data

SECTION II

The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>Date</u>
	<u>yes</u>	<u>no</u>		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>JHF</u>	<u>4/16/07</u>
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	<u> </u>	<u> </u>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Cl</u>	<u>4/16/07</u>
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	<u> </u>	<u> </u>

If any office denies approval, the package will be returned immediately to the User Agency.

NOTE: This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will then forward the Initial Contract Form to Contracts Administration and the contract will be entered into the Contract Monitoring System. This initial entry will generate an entry on your monthly contract report and the first report will always show a "Required Action" for the contract. See AO-29 for additional information.

COUNTY MANAGER

CONTRACT INFORMATION FORM

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACTOR	<u>Division of Plant Industry</u>	USER AGENCY	<u>Agriculture and Extension Service</u>
ADDRESS	<u>Dept. of Ag. and Consumer Services</u>	CONTACT NAME	<u>EXT. # 51702</u>
	<u>407 South Calhoun St., M-2</u>	<u>James H. Fletcher</u>	
	<u>Tallahassee, FL 32399-0800</u>	# OF COPIES ATTACHED FOR SIGNATURE	<u>4</u>
TELEPHONE NUMBER	<u>850/488-1735</u>		
FAX NUMBER			

Bid/Quote/Background Information- Summary:

The Division of Plant Industry has two plant inspectors that inspect nurseries and garden centers in Brevard County. They are leasing two rooms from the Agriculture Center. The original lease was agreed upon and signed by the Board of County Commissioners on July 7, 1998 and was modified and signed on July 10, 2001.

The proposed lease will continue to provide 324 feet of office space for the two plant inspectors. This is a five year lease with the monthly rental amount increasing each year.

FISCAL IMPACT (TERM OF CONTRACT/AMOUNT OF CONTRACT):

Brevard County will receive rental payments in the amount of \$470.34 per month from 7/15/07-7/14/08, \$485.46 per month from 7/15/08-07/14/09; \$501.12 per month from 7/15/09-7/14/10; \$517.05 per month from 7/15/10-7/14/11; and \$533.52 per month from 7/15/11-7/14/12

AGENCY APPROVAL

User Agency	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>	Date	<u>4/16/07</u>	Initials	
Contracts Admin.	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	Date	_____	Initials	_____
Risk Mgmt.	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	Date	_____	Initials	_____
County Attorney	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	Date	_____	Initials	_____

Edit/View Contract

Contract Successfully Updated

*Required Field

*Contract Number: 2055	*Business Area: 0001	*Cost Center: 300001
*GL Account: 3620005	Internal Order:	*Status: Active
*Type: Revenue	*Effective Date: 03/15/2002	*Expires: 07/14/2012 (mm/dd/yyyy)
*Vendor Name: FL DEPT OF AG & CONS - SERV/PLANT IN	Vendor Number:	*Agency Type: ZLR - Lease/Rental
*Department: AGRICULTURE & EXTENSION SERVICES	*Storage Location: 10	Phone: 3216331702
*Agency: AGRICULTURE & EXTENSION SERVICE	*Director: JIM FLETCHER	Plant: AED1
*Mentor: ANN MAZON	Original Approved Date: 07/07/1998 (mm/dd/yyyy)	Renewal Approved Date: 08/24/2004
*Amount: \$470.34	Material (Commodity) Group:	

Description	Remarks
LEASE AGREEMENT FOR RENTAL OF ROOMS TO DIVISION OF PLANT INDUSTRY	A4/2/02, M4/6/06-jp
SCOPE OF WORK: AREA OF 180 SQUARE FEET OF NET RENTABLE	

Institute of Food and Agriculture Sciences
Brevard County Extension Service
Florida Cooperative Extension Service



Brevard County
3695 Lake Drive
Cocoa, FL 32926
321-633-1702
321-633-1890 Fax
<http://brevard.ifas.ufl.edu>

March 29, 2007

MEMORANDUM

TO: Christine Lepore, Assistant County Attorney

FROM: James H. Fletcher, County Extension Director

SUBJECT: Division of Plant Industry Lease

A handwritten signature in black ink, appearing to be "J. Fletcher", written over the "FROM:" line.

Please find attached a copy of a proposed lease between the Board of County Commissioners/Brevard County Extension Service and the Department of Agriculture and Consumer Services/Division of Plant Industry.

We have been in a lease agreement with the Division of Plant Industry since 1998 and this is a renewal for a five-year lease.

Will you please review the lease agreement and disclosure statement before we proceed further?

If you have any questions, please feel free to contact either me or my Assistant, Ann Mazon.

Attachments

am

Equal Opportunity/Affirmative Action Institution

RECEIVED

APR 02 2007

logged
Brevard County Attorney



Florida Department of Agriculture and Consumer Services
CHARLES H. BRONSON, Commissioner
The Capitol • Tallahassee, FL 32399-0800
www.doacs.state.fl.us

Please Respond to:

407 South Calhoun Street M-12
Tallahassee, FL 32399-0800
Telephone 850-488-1735

March 27, 2007

Mr. Jim Fletcher, Director
Brevard County
3695 Lake Drive
Cocoa, FL 32929

Re: FDACS Lease 420.0413; Division of Plant Industry; Brevard County Extension
Service Building

Dear Mr. Fletcher:

I am enclosing three original copies of the subject lease for Room 28 in the Brevard
County Extension Service Building, Cocoa, FL. Also enclosed is a *Disclosure Statement*.

Per your request, we have added Addendum #4 to the lease to give the County the right
to terminate the agreement upon six (6) months written notice.

Please execute all three copies of the Lease, together with the *Disclosure Statement*, and
return the signed documents to me as soon as possible. I will send you a fully signed and
executed copy, once I receive acceptance of the agreement from the Department of
Management Services.

Thank you for your help in this matter. Please feel free to call me if I can answer any
questions or help with any issue concerning the lease.

Sincerely,

CHARLES H. BRONSON
COMMISSIONER OF AGRICULTURE

Jim Spargo IV, Senior Management Analyst II
Office of the Director
Division of Administration

/js

Enclosures



Florida Agriculture and Forest Products
\$87 Billion for Florida's Economy



**STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
LEASE AGREEMENT**

Lease No. : 420:0413

THIS LEASE AGREEMENT, entered into this 8 day of May, 2007, between

Brevard County Board of County Commissioners, party of the first part, herein after called the Lessor whose Federal Identification Number is **59-6000523158**, and the

**State of Florida Department of Agriculture and Consumer Services
Division of Plant Industry**

party of the second part, hereinafter called the Lessee,

WITNESSETH:

That the Lessor, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the Lessee, has demised and leased to the Lessee, for the term and under the conditions hereinafter set out, those certain premises in the

Brevard County Extension Office	Cocoa	32929	Brevard
(Name of Building)	(City)	(Zip Code)	(County)

Florida, described as follows:

**Brevard County Extension Service Building
3695 Lake Drive, Room 28
Cocoa, Florida 32929**

which shall constitute an aggregate area of 324 square feet of net rentable space measured in accordance with the Department of Management Services' Standard Method of Space Measurement, and which comprises approximately 1% of the 14,450 net square feet in the building at the rate of (See attached monthly rental schedule) per square foot per year. The Lessor shall also provide adequate parking spaces for the non-exclusive use of the Lessee as part of this lease agreement.

I TERM

TO HAVE AND TO HOLD the above described premises for a term commencing on the 15th day of July, 2007 to and including the 14th day of July, 2012.

II RENTALS

The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor the above described premises for the term set out in this lease and the Lessee agrees to pay the Lessor the sum of (See attached monthly rental schedule) per month for the rental period described in Article I of this lease. The rent for any fractional part of the first month shall be prorated. The rent shall be payable the month following the month of occupancy in accordance with Section 215.422, Florida Statutes. The rentals shall be paid to the Lessor at:

Mr. Jim Fletcher, Director	3695 Lake Drive	Cocoa, FL	32929
(Address)	(City)	(City)	(Zip Code)

III HEATING, AIR CONDITIONING AND JANITORIAL SERVICES

1. a. The Lessor agrees to furnish to the Lessee heating and air conditioning equipment and maintain same in satisfactory operating condition at all times for the leased premises during the term of the lease at the expense of the Lessor.
- b. The Lessor agrees to maintain thermostats in the demised premises to achieve an average zone temperature of 75 degrees Fahrenheit during the heating and cooling seasons and certifies that boilers herein have been calibrated to permit the most efficient operation.
2. The Lessor agrees to furnish janitorial services and all necessary janitorial supplies including the provision of recycling trash disposal for the leased premises during the term of the lease at the expense of the Lessor.
3. All services required above shall be provided during the Lessee's normal working hours, which are normally from 7:30 a.m. to 5:30 p.m., Monday through Friday excluding state holidays.

IV LIGHT FIXTURES

1. a. The Lessor agrees to install in the demised premises light fixtures for the use of the Lessee.
- b. The Lessor shall be responsible for replacement of all bulbs, lamps, tubes and starters used in such fixtures for the purpose of furnishing light.
2. The Lessor certifies that the lighting levels within the demised premises are maintained at and do not exceed the following levels: 10 foot-candles in halls and corridors; 30 foot-candles in other public areas; a minimum of 50 foot-candles in office, conference rooms, and other levels as set forth in the State Energy Management Plan, Volume II, Section F.

V MAINTENANCE AND REPAIRS

1. The Lessor shall provide for interior maintenance and repairs in accordance with generally accepted good practices, including repainting, the replacement of worn or damaged floor covering and repairs or replacement of interior equipment as may be necessary due to normal usage. The Lessee shall, during the term of this lease, keep the interior of the demised premises in as good a state of repair as it is at the time of the commencement of this lease, reasonable wear and tear and unavoidable casualties excepted.

2. The Lessor shall maintain and keep in repair the exterior of the demised premises during the term of this lease and shall be responsible for the replacement of all windows broken or damaged in the demised premises, except such breakage or damage caused to the exterior of the demised premises by the Lessee, its officers, agents or employees.

3. The Lessor shall maintain the interior and exterior of the demised premises including grounds and parking area so as to conform to all applicable health and safety laws, ordinances and codes which are presently in effect and which may subsequently be enacted during the term of this lease and any renewal periods.

4. The Lessor agrees to furnish pest control services for the leased premises during the term of the lease at the expense of the Lessor.

VI UTILITIES

That the Lessor will promptly pay all gas, water, sewer, solid waste, power and electric light rates or charges which may become payable during the term of this lease for the gas, water, sewer and electricity used and disposal of solid waste generated by the Lessee on the premises; and if the lease is for 5,000 square feet or greater, separately metered for all energy and fuels which may be consumed by Lessee, alone, Lessor will provide Lessee, in a form and manner agreed upon, timely and accurate data on Lessee's monthly consumption or use of electricity, natural gas, LP gas and/or fuel oil, as appropriate, pursuant to Section 255.257, Florida Statutes.

VII ACCESSIBILITY STANDARDS AND ALTERATIONS

1. The Lessor agrees that the demised premises now conform, or that, prior to Lessee's occupancy, said premises shall, at Lessor's expense, be brought into conformance with the requirements of the Florida Americans With Disabilities Accessibility Implementation Act, Section 553.501 - 553.513, Florida Statutes, and the current Florida Disability Code for Building Construction, providing requirements for persons with disabilities and with the requirement of Public Law 101-336, enacted July 26, 1990, effective January 26, 1992, Section 28 CFR Part 35 and Appendix to Section 36 CFR Part 1191, Known as the "Americans with Disabilities Act of 1990."

2. That the Lessee shall have the right to make any alterations in and to the demised premises during the term of this lease upon first having obtained the written consent thereto of the Lessor. The Lessor shall not capriciously withhold the consent to any such alterations.

VIII INJURY OR DAMAGE TO PROPERTY ON PREMISES

All property of any kind that may be on the premises during the continuance of this lease shall be at the sole risk of the Lessee, and except for any negligence of the Lessor, the Lessor shall not be liable to the Lessee for loss or damage to the property.

IX FIRE AND OTHER HAZARDS

1. In the event that the demised premises, or the major part thereof, are destroyed by fire, lightning, storm or other casualty, the Lessor at its option may forthwith repair the damage to such demised premises at its own cost and expense. The rental thereon shall cease until the completion of such repairs and the Lessor will immediately refund the pro rata part of any rentals paid in advance by the Lessee prior to such destruction; should the premises be only partly destroyed, so that the major part thereof is usable by the Lessee, then the rental shall abate to the extent that the injured or damaged part bears to the whole of such premises and such injury or damage shall be restored by the Lessor as speedily as is practicable and upon the completion of such repairs, the full rental shall commence and the lease shall then continue the balance of the term.

2. The Lessor shall provide for fire protection during the term of this lease in accordance with the fire safety standards of the State Fire Marshal. The Lessor shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshal. The Lessor agrees that the demised premises shall be available for inspection by the State Fire Marshal, prior to occupancy by the Lessee, and at any reasonable time thereafter.

3. The Lessor certifies that no asbestos was used in the construction of the demised premises or that if asbestos was used, actions have been completed to correct the hazards caused by the use of asbestos.

4. The Lessor certifies that if any radon is present, it is at a measurement level less than 4 PCI/L.

X EXPIRATION OF TERM

At the expiration of the term, the Lessee will peaceably yield up to the Lessor the demised premises in good and tenantable repair. It is understood and agreed between the parties that the Lessee shall have the right to remove from the premises all personal property of the Lessee and all fixtures, machinery, equipment, appurtenances and appliances placed or installed on the premises by it, provided the Lessee restores the premises to as good a state of repair as they were prior to the removal.

XI SUBLETTING AND ASSIGNMENT

The Lessee upon obtaining written consent of the Lessor, which written consent shall not capriciously be withheld, shall have the right to sublet all or any part of the demised premises or to assign all or any part of the demised premises.

XII NOT CONSENT TO SUE

The provisions, terms or conditions of this lease shall not be construed as a consent of the State of Florida to be sued because of said lease hold.

XIII WAIVER OF DEFAULTS

The waiver by the Lessee of any breach of this lease by the Lessor shall not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this lease.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year above written.

ANY LEASE AGREEMENT SHALL NOT BECOME LEGALLY EFFECTIVE UNTIL APPROVED/ACCEPTED BY THE DEPARTMENT OF MANAGEMENT SERVICES.

ORIGINAL SIGNATURES REQUESTED ON ALL COPIES

Signed, sealed and delivered in the presence of: _____ Witness Signature _____ Print or Type Name of Witness _____ Witness Signature _____ Print or Type Name of Witness AS TO LESSOR	LESSOR, IF INDIVIDUAL (S): _____ (SEAL) _____ Print or Type Name _____ (SEAL) _____ Print or Type Name	
Signed, sealed and delivered in the presence of: _____ Witness Signature _____ Print or Type Name of Witness _____ Witness Signature _____ Print or Type Name of Witness AS TO PRESIDENT, GENERAL PARTNER, TRUSTEE	Name of Corporation, Partnership, Trust, etc.: BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS By: <u>Jackie Colon</u> (SEAL) Jackie Colon, Chairperson As approved by the Board on: <u>05/08/07</u> ATTEST: <u>Scott Ellis</u> (SEAL) Scott Ellis, Clerk	
Signed, sealed and delivered in the presence of: <u>Mike Spaw</u> _____ Witness Signature <u>James A. Spargo</u> _____ Print or Type Name of Witness <u>Sue P. Burch</u> _____ Witness Signature <u>Sue P. Burch</u> _____ Print or Type Name of Witness AS TO LESSEE	LESSEE: STATE OF FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES By: <u>Mike Gresham</u> _____ MIKE GRESHAM Print or Type Name _____ DIRECTOR OF ADMINISTRATION Print or Type Title	
APPROVED AS TO CONDITIONS AND NEED THEREFOR DEPARTMENT OF MANAGEMENT SERVICES _____ General Services Manager, Bureau of Real Property Management _____ Director Division of Facilities Management APPROVAL DATE: _____	APPROVED AS TO FORM AND LEGALITY, SUBJECT ONLY TO FULL AND PROPER EXECUTION BY THE PARTIES GENERAL COUNSEL DEPARTMENT OF MANAGEMENT SERVICES By: _____ _____ Print or Type Name APPROVAL DATE: _____	APPROVED AS TO FORM AND LEGALITY, SUBJECT ONLY TO FULL AND PROPER EXECUTION BY THE PARTIES GENERAL COUNSEL DEPARTMENT OF _____ By: <u>[Signature]</u> _____ Print or Type Name APPROVAL DATE: <u>5/18/07</u>

Reviewed for legal form and content:

 Assistant County Attorney

MONTHLY RENTAL RATE SCHEDULE

Lease No.: 420:0413

Effective: 07/15/2007

<u>TERM</u>	<u>AMOUNT PER SQ.FT.</u>	<u>MONTHLY RENTAL</u>
First Year 07/15/07 - 07/14/08	\$17.42	\$470.34
Second Year 07/15/08 - 07/14/09	\$17.98	\$485.46
Third Year 07/15/09 -07/14/10	\$18.56	\$501.12
Fourth Year 07/15/10 - 07/14/11	\$19.15	\$517.05
Fifth Year 07/15/11 - 07/14/12	\$19.76	\$533.52



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES

PUBLIC ENTITY CRIME STATEMENT

REQUIRED ADDENDUM 1

LEASE NUMBER: 420:0413

Public Entity Crime Statement: Section 287.133, Florida Statutes, places the following restrictions on the ability of persons convicted of public entity crimes to transact business with the department:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Handwritten signature of Scott Ellis in black ink.

Scott Ellis, Clerk

Handwritten signature of Jackie Colon in black ink.

Lessor's Signature

Jackie Colon, Chairperson

May 8, 2007

Date As approved by the Board
05/08/07



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES

DISCRIMINATION

REQUIRED ADDENDUM 2

LEASE NUMBER: 420:0413

An entity who has been placed on the Discriminatory Vendor List may not submit a bid or proposal to provide goods or services to a public entity, may not submit a bid or proposal with a public entity for the construction or repair of a public building or public work, may not submit bids or proposals on leases of real property to a public entity, may not perform work as a contractor, supplier subcontractor or consultant under contract with any public entity and may not transact business with any public entity.

Handwritten signature of Scott Ellis in cursive.

Scott Ellis, Clerk

May 8, 2007

Date

Handwritten signature of Jackie Colon in cursive.

Lessor

Jackie Colon, Chairperson

May 8, 2007

Date

As approved by the Board 05/08/07

Handwritten signature of the Lessee in cursive.

Lessee

May 18, 2007

Date



CHARLES H. BRONSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

COMPLIANCE WITH FLORIDA'S FIRE SAFETY STANDARDS

ADDENDUM: 3

LEASE NUMBER: 420:0413

To assure the tenant of facility compliance with Florida's Fire Safety Standards, **Brevard County Board of County Commissioners** agrees to provide tenant with a written inspection report beginning **July 15, 2008** and every year thereafter for the basic lease term and any subsequent renewal or extension period. The fire safety inspection is to be conducted by local fire officials or a Certified Fire Inspector.

Failure by **Brevard County Board of County Commissioners** to provide an annual inspection report shall be considered breach of the Lease Agreement.

Lessor agrees to correct any facility deficiency or violation named on the report within 30 days.

Handwritten signature of Scott Ellis in black ink.

Scott Ellis, Clerk

Handwritten signature of Jackie Colon in black ink.

Lessor

Jackie Colon, Chairperson

May 8, 2007

Date As approved by the Board 05/08/07



CHARLES H. BRONSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

RIGHT TO TERMINATE

ADDENDUM: 4

LEASE NUMBER: 420:0413

Either party shall have the right to terminate this lease without penalty, upon six (6) months written notice by Certified Mail.

A handwritten signature in cursive script, appearing to read "Scott", written over a horizontal line.

Scott Ellis, Clerk

May 8, 2007

Date

A handwritten signature in cursive script, appearing to read "Jackie Colon", written over a horizontal line.

Lessor

Jackie Colon, Chairperson

May 8, 2007

Date

As approved by the Board 05/08/07

A handwritten signature in cursive script, appearing to read "Mike Gasher", written over a horizontal line.

Lessee

May 18, 2007

Date

RESOLUTION NO. 2007- 131

A RESOLUTION PURSUANT TO SECTION 125.38, FLORIDA STATUTES, AUTHORIZING THE LEASE OF COUNTY PROPERTY TO THE STATE OF FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Brevard County, Florida (County), owns certain real property known as the Brevard County Extension Service Building (Property), located at 3695 Lake Drive, Cocoa, Florida; and

WHEREAS, the State of Florida Department of Agricultural and Consumer Services, Division of Plant Industry desires to utilize the Property to locate administrative offices to support their operations;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, that:

1. The County hereby agrees to execute the lease agreement with the State of Florida Department of Agricultural and Consumer Services, attached as Exhibit "A."
2. The County has determined that the office space that subject of the lease agreement is needed by State of Florida Department of Agricultural and Consumer Services to facilitate a local plant inspection program and not needed by the County at this time.
3. Brevard County has determined that it is in its best interest to lease the office space to the State of Florida Department of Agricultural and Consumer Services for said purpose.
4. The lease is being granted to the State of Florida Department of Agricultural and Consumer Services for the nominal value of one dollar (\$1.00) per sit per year.
5. This Resolution shall become effective immediately upon its adoption.

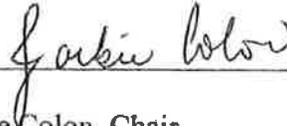
This Resolution is PASSED AND ADOPTED this 8 day of May, 2007.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



Scott Ellis, Clerk



Jackie Colon, Chair

As approved by the Board on: 05/08/07

STATE OF FLORIDA
COUNTY OF BREVARD

This is to certify that the foregoing is a
true and current copy of Resolution
No. 07-131 witness my hand
and official seal this 11 day of
May 20 07

SCOTT ELLIS
Clerk Circuit Court
BY Scott D.C.

The equity of all others holding interest in the above named property totals:

If a public official, agent or employee provide:

Name of individual: Jackie Colon

Name of public agency: Brevard County Board of County Commissioners

Position held: Chairperson

If Owner(s) is an Individual:

(Print or Type)

(Manual Signature)

(Print or Type)

(Manual Signature)

Date Signed: _____

If Owner(s) is Corporation,
Partnership, Trust, etc:

Brevard County Board of County Commissioners
Print or Type Name Corporation, Partnership,
Trust, etc.

CORPORATE
SEAL

Jackie Colon
Authorized Signature
Jackie Colon, Chairperson

This is to certify that I, Jackie Colon, as Chairperson,
(Print or Type Name) (Print or Type Title)
am authorized to sign for the required information thereon.

ATTEST:
Scott Ellis
Scott Ellis, Clerk

Date Signed: May 8, 2007
As approved by the Board



STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES
DISCLOSURE STATEMENT

Authority: Paragraphs 255.249(4)(h)(i), 255.01 F.S.

Lease No: 420:0413

Check One: [] Privately Owned [] Entity Holding Title [] Publicly Owned

Name of Entity: _____

Name of Facility: _____

Facility Location: _____

City: _____ County: _____ Zip: _____

Total Net Rentable Square Footage in Building _____

Federal Identification No. (F.I.N. or S.S.N.) _____

PUBLICLY OWNED FACILITIES COMPLETE THIS AND SIGNATURE PORTION ONLY:

IS THIS FACILITY FINANCED WITH LOCAL GOVERNMENT OBLIGATIONS OF ANY TYPE?

[] YES [] NO

This is to certify that the following individual(s) or entity holds 4% or more interest and/or the following public official(s), agent(s) or employee(s) holds any interest in the property or in the entity holding title to the property being leased to the State.

This is to certify that all beneficial interest is represented by stock in a corporation registered with the Securities and Exchange Commission or is registered pursuant to Chapter 517, Florida Statutes, which stock is for sale to the general public.

[] Yes [] No

If entity is a Corporation (not registered with the Securities and Exchange Commission), provide information for any individual holding 4% or more interest in the Corporation. If no one holds more than 4% then so state.

Name: _____

Home Address: _____

Principal Occupation: _____

Occupational Address: _____

Percent of Interest: _____

Name: _____

Home Address: _____

Principal Occupation: _____

Occupational Address: _____

Percent of Interest: _____

(Attach additional pages if necessary)

Disclosure Statement

Additional Page

Lease No.: 420:0413

Name _____

Home Address: _____

Principal Occupation: _____

Occupational Address: _____

Percent of Interest: _____

Name _____

Home Address: _____

Principal Occupation: _____

Occupational Address: _____

Percent of Interest: _____

Name _____

Home Address: _____

Principal Occupation: _____

Occupational Address: _____

Percent of Interest: _____

Name _____

Home Address: _____

Principal Occupation: _____

Occupational Address: _____

Percent of Interest: _____

Name _____

Home Address: _____

Principal Occupation: _____

Occupational Address: _____

Percent of Interest: _____



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
 Employment Eligibility Verification

ADDENDUM 5

LEASE NUMBER: 4 2 0 : 0 4 1 3

Pursuant to Executive Order #11-02 (as Superceded by 11-116), Lessor agrees that it will enroll and participate in the Employment Eligibility Verification Program ("E-Verify Program") administered by the U.S. Department of Homeland Security ("DHS"), under the terms provided in the "Memorandum of Understanding" with DHS governing the program, to verify the employment eligibility of all persons it employs under the lease term to perform duties in Florida. Lessor further agrees to provide to the Lessee, as part of the leasing documents, documentation of such enrollment in the form of a copy of the "Edit Company Profile" page in E-Verify, which contains proof of enrollment in the E-Verify Program. (This page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage.) Information regarding "E-Verify" is available at the following website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm#1.

Lessor further agrees that it will require each subcontractor that performs work under this lease to verify the employment eligibility of its employees hired during the term of this contract by enrolling and participating in the E-Verify Program within ninety days of the effective date of this lease or within ninety days of the effective date of the contract between the Lessor and the subcontractor, whichever is later. The Lessor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency and other authorized state officials upon request.

Lessor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify Program, including participation by its subcontractors as provided above, and to make such records available to the Agency and other authorized state officials upon request.

Compliance with the terms of this Employment Eligibility Verification provision (including compliance with the terms of the "Memorandum of Understanding" with DHS) is hereby made an express condition of this lease.

Department of Agriculture and Consumer Services	Brevard County Board of County Commissioners
Lessee	Lessor
(x) _____ Lessee Signature	(x) _____ Lessor Signature
Mike Gresham / Director of Administration Name/Title	_____ Name/Title
_____ Date	_____ Date



STATE OF FLORIDA Agreement for Modification

Bureau of Leasing, Department of Management Services Form 4040

Lease Number: 420:0413

Modification Number: 1

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the _____.

ANY MODIFICATION OF A LEASE AGREEMENT SHALL NOT BECOME LEGALLY EFFECTIVE UNTIL APPROVED/ACCEPTED BY THE DEPARTMENT OF MANAGEMENT SERVICES.

ORIGINAL SIGNATURES REQUESTED ON ALL COPIES

As to Lessor – Lessor, or authorized representative and two witnesses must sign, print name and enter date.

X	 _____ Lessor or Authorized Representative	Chuck Nelson, Chairman _____ Printed Name/Title	07-10-12 _____ Date
As approved by the Board 7-10-12			
X	 _____ Witness #1	Tammy Etheridge _____ Printed Name	7-10-12 _____ Date
X	 _____ Witness #2	Donna Scott _____ Printed Name	7-10-12 _____ Date

As to Lessee Agency – Agency head, or authorized delegate, and representative of Agency Office of General Counsel must sign, print name and enter date.

X	_____ Agency Head or Authorized Delegate	Mike Gresham / Director of Administration _____ Printed Name/Title	_____ Date
X	_____ Agency Office of General Counsel	Stephen Donelan _____ Printed Name	_____ Date

As to the Department of Management Services – Chief Real Property Administrator (or authorized designee) and Secretary (or authorized delegate) must sign, print name and enter date. When applicable, DMS Office of General Counsel shall sign, print name and enter date.

X	_____ Chief Real Property Administrator	_____ Printed Name/Title	_____ Date
X	_____ Secretary or Authorized	_____ Printed Name	_____ Date
X	_____ DMS Office of General Counsel	_____ Printed Name	_____ Date



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
UPDATED DISCLOSURE STATEMENT

Lease Number: 420:0413

Location: 3695 Lake Drive, Room 28
Cocoa, FL 32929

The Disclosure of Ownership Statement, form FM 4114, currently on file dated 05/08/2007, remains valid and correct.

Lessor: Brevard County Board of County Commissioners

(x) Chuck Nelson
Authorized Signature

(SEAL)

Chuck Nelson, Chairman
Name/Title

July 10, 2012

As approved by the Board 7-10-12

Lease Agreement



Florida Department of Agriculture and Consumer Services
CHARLES H. BRONSON, Commissioner
The Capitol • Tallahassee, FL 32399-0800
www.doacs.state.fl.us

Please Respond to:

407 South Calhoun Street M-12
Tallahassee, FL 32399-0800
Telephone 850-488-1735

June 11, 2007

Mr. Jim Fletcher, Director
Brevard County
3695 Lake Drive
Cocoa, FL 32929

Re: FDACS Lease No. 420.0413

Dear Mr. Fletcher:

I am enclosing a fully executed copy of the subject Lease Agreement for the Division of Plant Industry's space at the Brevard County Extension Office in Cocoa.

Please call me if I can ever be of any assistance.

Sincerely,

CHARLES H. BRONSON
COMMISSIONER OF AGRICULTURE

Jim Spargo IV, Senior Management Analyst II
Office of the Director
Division of Administration

/js

Enclosures



Florida Agriculture and Forest Products
\$87 Billion for Florida's Economy



May 9, 2007

MEMORANDUM

TO: James Fletcher, County Extension Director

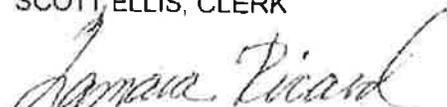
RE: Item III.B.1., Lease Agreement with State of Florida for Space for Plant Industry Inspectors

The Board of County Commissioners, in regular session on May 8, 2007, adopted Resolution No. 07-131; and executed Lease Agreement with the State of Florida Department of Agriculture and Consumer Services, Division of Plant Industry for lease of 324 square feet of office space at the Agricultural Center in Cocoa. Enclosed are a certified copy of the Resolution, original and two signed copies of the Lease Agreement, and the original signed Disclosure Statement. Upon execution of the documents by the State, please return a fully-executed copy of the documents to this office for inclusion in the official minutes.

Your continued cooperation is always appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK


Tamara Ricard, Deputy Clerk

/jj

Encls. (5)

cc: Contracts Administration
Finance
Budget

Meeting Date
May 8, 2007



AGENDA	
Sector	CONSENT
Item No.	

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT: Lease Agreement with State of Florida Division of Plant Industry, Re: Space for Plant Industry Inspectors

DEPT. / OFFICE: Office of Agriculture & Extension

Requested Action:

It is requested that the Board of County Commissioners approve and authorize the Chairman to execute the attached renewal lease agreement with the State of Florida Division of Plant Industry for lease of 324 square foot of office space at the Agriculture Center in Cocoa.

Summary Explanation & Background:

This renewal lease continues the longstanding cooperative relationship with the Florida Division of Plant Industry who leases space for two State employees involved in inspecting nursery production and garden center businesses. The Division clients often use the educational resources available through the Agriculture Center.

This is a five-year lease which begins on July 15, 2007 and ends on July 14, 2012.

Fiscal Impact: This action allows for budgeted revenue in the amount of \$ 5,644.08 for fiscal year 2007-2008; \$ 5,825.12 for fiscal year 2008-2009; \$ 6,013.44 for fiscal year 2009-2010; \$ 6,204.60 for fiscal year 2010-2011 and \$ \$6,402.24 for fiscal year 2011-2012. This is a mutually beneficial agreement and provides for an improved quality of life and safety for the citizens of Brevard County.

Contact: Jim Fletcher - 633-1702 or jhf@ufl.edu

Exhibits Attached:

Resolution No. 2007, Agreement for Lease Renewal (3), Disclosure Statement (1)

Contract /Agreement (If attached): Reviewed by County Attorney Yes No

County Manager's Office
Peggy Busacca, County Manager

Department
James H. Fletcher, County Extension Director

INITIAL CONTRACT FORM

SECTION I

The following information must be completed on all new contracts submitted to the Board:

1. Contractor: Department of Agriculture & Consumer Services, Division of Plant Industry	
2. Fund/Account #: 0001/200800	3 Division Name: Agriculture & Extension Service
4. Contract Description: Lease of two (2) rooms at Agricultura Center	
5. Contract Monitor: Ann Mazon	6. Mail Stop #: 42
7. Dept/Office Director: James H. Fletcher	8. Class Code:
ACTION DATE: 30 days from entry	ACTION REQUIREMENT: Need complete data

SECTION II

The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>Date</u>
	<u>yes</u>	<u>no</u>		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	JHF	4/16/07
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>		
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	CL	4/16/07
User Agency	<input type="checkbox"/>	<input type="checkbox"/>		

If any office denies approval, the package will be returned immediately to the User Agency.

NOTE: This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will then forward the Initial Contract Form to Contracts Administration and the contract will be entered into the Contract Monitoring System. This initial entry will generate an entry on your monthly contract report and the first report will always show a "Required Action" for the contract. See AO-29 for additional information.

COUNTY MANAGER
CONTRACT INFORMATION FORM
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACTOR ADDRESS	Division of Plant Industry Dept. of Ag. and Consumer Services 407 South Calhoun St., M-2 Tallahassee, FL 32399-0800	USER AGENCY	Agriculture and Extension Service
TELEPHONE NUMBER	850/488-1735	CONTACT NAME	James H. Fletcher
FAX NUMBER		EXT. #	51702
		# OF COPIES ATTACHED FOR SIGNATURE	4

Bid/Quote/Background Information- Summary.

The Division of Plant Industry has two plant inspectors that inspect nurseries and garden centers in Brevard County. They are leasing two rooms from the Agriculture Center. The original lease was agreed upon and signed by the Board of County Commissioners on July 7, 1998 and was modified and signed on July 10, 2001.

The proposed lease will continue to provide 324 feet of office space for the two plant inspectors. This is a five year lease with the monthly rental amount increasing each year.

FISCAL IMPACT (TERM OF CONTRACT/AMOUNT OF CONTRACT):

Brevard County will receive rental payments in the amount of \$470.34 per month from 7/15/07-7/14/08, \$485.46 per month from 7/15/08-07/14/09; \$501.12 per month from 7/15/09-7/14/10; \$517.05 per month from 7/15/10-7/14/11; and \$533.52 per month from 7/15/11-7/14/12

AGENCY APPROVAL

User Agency	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>	Date	4/16/07	Initials	
Contracts Admin.	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	Date		Initials	
Risk Mgmt.	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	Date		Initials	
County Attorney	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	Date		Initials	

Edit/View Contract

Contract Successfully Updated

*Required Field

*Contract Number: 056	*Business Area: 0001	*Cost Center: 00001
*GL Account: 362005	Internal Order:	*Status: Active
Type: Revenue	*Effective Date: 03/15/2002	*Expires: 07/14/2012 (m/m/d/yyyy)
*Vendor Name: FL DEPT OF AG & CONS - SERV/PLANT IN	Vendor Number:	*Agency Type: ZLR - Lease/Rental
*Department: AGRICULTURE & EXTENSION SERVICES	Agency Location:	Storage Location: 10
*Agency: AGRICULTURE & EXTENSION SERVICE	Director: JIM FLETCHER	Phone: 3216331702
*Monitor: ANN MAZON	Renewal Approved Date: 08/24/2004	Plant: AEG1
Original Approved Date: 07/07/1998 (m/m/dd/yyyy)	Material (Community) Group:	
*Amount: \$470.34		

Description: LEASE AGREEMENT FOR RENTAL OF ROOMS TO DIVISION OF PLANT INDUSTRY

SCOPE OF WORK: AREA OF 180 SQUARE FEET OF NET RENTABLE

Remarks: A1/2/03, H4/6/06-3p

Institute of Food and Agriculture Sciences
Brevard County Extension Service
Florida Cooperative Extension Service



Brevard County
3695 Lake Drive
Cocoa, FL 32926
321-633-1702
321-633-1890 Fax
<http://brevard.ifas.ufl.edu>

March 29, 2007

MEMORANDUM

TO: Christine Lepore, Assistant County Attorney

FROM: James H. Fletcher, County Extension Director

SUBJECT: Division of Plant Industry Lease

Please find attached a copy of a proposed lease between the Board of County Commissioners/Brevard County Extension Service and the Department of Agriculture and Consumer Services/Division of Plant Industry.

We have been in a lease agreement with the Division of Plant Industry since 1998 and this is a renewal for a five-year lease.

Will you please review the lease agreement and disclosure statement before we proceed further?

If you have any questions, please feel free to contact either me or my Assistant, Ann Mazon.

Attachments

jam

Equal Opportunity/Affirmative Action Institution

RECEIVED

APR 02 2007

logged
Brevard County Attorney



Florida Department of Agriculture and Consumer Services
CHARLES H. BRONSON, Commissioner
The Capitol • Tallahassee, FL 32399-0800
www.doacs.state.fl.us

Please Respond to:

407 South Calhoun Street M-12
Tallahassee, FL 32399-0800
Telephone 850-488-1735

March 27, 2007

Mr. Jim Fletcher, Director
Brevard County
3695 Lake Drive
Cocoa, FL 32929

Re: FDACS Lease 420.0413; Division of Plant Industry; Brevard County Extension
Service Building

Dear Mr. Fletcher:

I am enclosing three original copies of the subject lease for Room 28 in the Brevard
County Extension Service Building, Cocoa, FL. Also enclosed is a *Disclosure Statement*.

Per your request, we have added Addendum #4 to the lease to give the County the right
to terminate the agreement upon six (6) months written notice.

Please execute all three copies of the Lease, together with the *Disclosure Statement*, and
return the signed documents to me as soon as possible. I will send you a fully signed and
executed copy, once I receive acceptance of the agreement from the Department of
Management Services.

Thank you for your help in this matter. Please feel free to call me if I can answer any
questions or help with any issue concerning the lease.

Sincerely,

CHARLES H. BRONSON
COMMISSIONER OF AGRICULTURE

Jim Spargo IV, Senior Management Analyst II
Office of the Director
Division of Administration

/js

Enclosures



Florida Agriculture and Forest Products
\$87 Billion for Florida's Economy



**STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
LEASE AGREEMENT**

Lease No. : 420:0413

THIS LEASE AGREEMENT, entered into this 8 day of May, 2007, between

Brevard County Board of County Commissioners, party of the first part, herein after called the Lessor whose Federal Identification Number is 59-6000523158, and the

**State of Florida Department of Agriculture and Consumer Services
Division of Plant Industry**

party of the second part, hereinafter called the Lessee,

WITNESSETH:

That the Lessor, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the Lessee, has demised and leased to the Lessee, for the term and under the conditions hereinafter set out, those certain premises in the

Brevard County Extension Office	Cocoa	32929	Brevard
(Name of Building)	(City)	(Zip Code)	(County)

Florida, described as follows:

**Brevard County Extension Service Building
3695 Lake Drive, Room 28
Cocoa, Florida 32929**

which shall constitute an aggregate area of 324 square feet of net rentable space measured in accordance with the Department of Management Services' Standard Method of Space Measurement, and which comprises approximately 1% of the 14,450 net square feet in the building at the rate of (See attached monthly rental schedule) per square foot per year. The Lessor shall also provide adequate parking spaces for the non-exclusive use of the Lessee as part of this lease agreement.

I TERM

TO HAVE AND TO HOLD the above described premises for a term commencing on the 15th day of July, 2007 to and including the 14th day of July, 2012.

II RENTALS

The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor the above described premises for the term set out in this lease and the Lessee agrees to pay the Lessor the sum of (See attached monthly rental schedule) per month for the rental period described in Article I of this lease. The rent for any fractional part of the first month shall be prorated. The rent shall be payable the month following the month of occupancy in accordance with Section 215.422, Florida Statutes. The rentals shall be paid to the Lessor at:

Mr. Jim Fletcher, Director	3695 Lake Drive	Cocoa, FL	32929
(Address)		(City)	(Zip Code)

III HEATING, AIR CONDITIONING AND JANITORIAL SERVICES

1. a. The Lessor agrees to furnish to the Lessee heating and air conditioning equipment and maintain same in satisfactory operating condition at all times for the leased premises during the term of the lease at the expense of the Lessor.
- b. The Lessor agrees to maintain thermostats in the demised premises to achieve an average zone temperature of 75 degrees Fahrenheit during the heating and cooling seasons and certifies that boilers herein have been calibrated to permit the most efficient operation.
2. The Lessor agrees to furnish janitorial services and all necessary janitorial supplies including the provision of recycling trash disposal for the leased premises during the term of the lease at the expense of the Lessor.
3. All services required above shall be provided during the Lessee's normal working hours, which are normally from 7:30 a.m. to 5:30 p.m., Monday through Friday excluding state holidays.

IV LIGHT FIXTURES

1. a. The Lessor agrees to install in the demised premises light fixtures for the use of the Lessee.
- b. The Lessor shall be responsible for replacement of all bulbs, lamps, tubes and starters used in such fixtures for the purpose of furnishing light.
2. The Lessor certifies that the lighting levels within the demised premises are maintained at and do not exceed the following levels: 10 foot-candles in halls and corridors; 30 foot-candles in other public areas; a minimum of 50 foot-candles in office, conference rooms, and other levels as set forth in the State Energy Management Plan, Volume II, Section F.

V MAINTENANCE AND REPAIRS

1. The Lessor shall provide for interior maintenance and repairs in accordance with generally accepted good practices, including repainting, the replacement of worn or damaged floor covering and repairs or replacement of interior equipment as may be necessary due to normal usage. The Lessee shall, during the term of this lease, keep the interior of the demised premises in as good a state of repair as it is at the time of the commencement of this lease, reasonable wear and tear and unavoidable casualties excepted.

2. The Lessor shall maintain and keep in repair the exterior of the demised premises during the term of this lease and shall be responsible for the replacement of all windows broken or damaged in the demised premises, except such breakage or damage caused to the exterior of the demised premises by the Lessee, its officers, agents or employees.

3. The Lessor shall maintain the interior and exterior of the demised premises including grounds and parking area so as to conform to all applicable health and safety laws, ordinances and codes which are presently in effect and which may subsequently be enacted during the term of this lease and any renewal periods.

4. The Lessor agrees to furnish pest control services for the leased premises during the term of the lease at the expense of the Lessor.

VI UTILITIES

That the Lessor will promptly pay all gas, water, sewer, solid waste, power and electric light rates or charges which may become payable during the term of this lease for the gas, water, sewer and electricity used and disposal of solid waste generated by the Lessee on the premises; and if the lease is for 5,000 square feet or greater, separately metered for all energy and fuels which may be consumed by Lessee, alone, Lessor will provide Lessee, in a form and manner agreed upon, timely and accurate data on Lessee's monthly consumption or use of electricity, natural gas, LP gas and/or fuel oil, as appropriate, pursuant to Section 255.257, Florida Statutes.

VII ACCESSIBILITY STANDARDS AND ALTERATIONS

1. The Lessor agrees that the demised premises now conform, or that, prior to Lessee's occupancy, said premises shall, at Lessor's expense, be brought into conformance with the requirements of the Florida Americans With Disabilities Accessibility Implementation Act, Section 553.501 - 553.513, Florida Statutes, and the current Florida Disability Code for Building Construction, providing requirements for persons with disabilities and with the requirement of Public Law 101-336, enacted July 26, 1990, effective January 26, 1992, Section 28 CFR Part 35 and Appendix to Section 36 CFR Part 1191, Known as the "Americans with Disabilities Act of 1990."

2. That the Lessee shall have the right to make any alterations in and to the demised premises during the term of this lease upon first having obtained the written consent thereto of the Lessor. The Lessor shall not capriciously withhold the consent to any such alterations.

VIII INJURY OR DAMAGE TO PROPERTY ON PREMISES

All property of any kind that may be on the premises during the continuance of this lease shall be at the sole risk of the Lessee, and except for any negligence of the Lessor, the Lessor shall not be liable to the Lessee for loss or damage to the property.

IX FIRE AND OTHER HAZARDS

1. In the event that the demised premises, or the major part thereof, are destroyed by fire, lightning, storm or other casualty, the Lessor at its option may forthwith repair the damage to such demised premises at its own cost and expense. The rental thereon shall cease until the completion of such repairs and the Lessor will immediately refund the pro rata part of any rentals paid in advance by the Lessee prior to such destruction; should the premises be only partly destroyed, so that the major part thereof is usable by the Lessee, then the rental shall abate to the extent that the injured or damaged part bears to the whole of such premises and such injury or damage shall be restored by the Lessor as speedily as is practicable and upon the completion of such repairs, the full rental shall commence and the lease shall then continue the balance of the term.

2. The Lessor shall provide for fire protection during the term of this lease in accordance with the fire safety standards of the State Fire Marshal. The Lessor shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshal. The Lessor agrees that the demised premises shall be available for inspection by the State Fire Marshal, prior to occupancy by the Lessee, and at any reasonable time thereafter.

3. The Lessor certifies that no asbestos was used in the construction of the demised premises or that if asbestos was used, actions have been completed to correct the hazards caused by the use of asbestos.

4. The Lessor certifies that if any radon is present, it is at a measurement level less than 4 pCi/L.

X EXPIRATION OF TERM

At the expiration of the term, the Lessee will peaceably yield up to the Lessor the demised premises in good and tenantable repair. It is understood and agreed between the parties that the Lessee shall have the right to remove from the premises all personal property of the Lessee and all fixtures, machinery, equipment, appurtenances and appliances placed or installed on the premises by it, provided the Lessee restores the premises to as good a state of repair as they were prior to the removal.

XI SUBLETTING AND ASSIGNMENT

The Lessee upon obtaining written consent of the Lessor, which written consent shall not capriciously be withheld, shall have the right to sublet all or any part of the demised premises or to assign all or any part of the demised premises.

XII NOT CONSENT TO SUE

The provisions, terms or conditions of this lease shall not be construed as a consent of the State of Florida to be sued because of said lease hold.

XIII WAIVER OF DEFAULTS

The waiver by the Lessee of any breach of this lease by the Lessor shall not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this lease.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year above written.

ANY LEASE AGREEMENT SHALL NOT BECOME LEGALLY EFFECTIVE UNTIL APPROVED/ACCEPTED BY THE DEPARTMENT OF MANAGEMENT SERVICES.

ORIGINAL SIGNATURES REQUESTED ON ALL COPIES

Signed, sealed and delivered in the presence of: _____ Witness Signature _____ Print or Type Name of Witness _____ Witness Signature _____ Print or Type Name of Witness _____ AS TO LESSOR	LESSOR, IF INDIVIDUAL (S): _____ (SEAL) _____ Print or Type Name _____ (SEAL) _____ Print or Type Name	
Signed, sealed and delivered in the presence of: _____ Witness Signature _____ Print or Type Name of Witness _____ Witness Signature _____ Print or Type Name of Witness _____ AS TO PRESIDENT, GENERAL PARTNER, TRUSTEE	Name of Corporation, Partnership, Trust, etc.: BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS By: <u>Jackie Colon</u> (SEAL) Jackie Colon, Chairperson As approved by the Board on: <u>05/08/07</u> ATTEST: <u>Scott Ellis</u> (SEAL) Scott Ellis, Clerk	
Signed, sealed and delivered in the presence of: <u>Mike Spivey</u> _____ Witness Signature <u>James A. Sparzo</u> _____ Print or Type Name of Witness <u>Sue P. Burch</u> _____ Witness Signature <u>Sue P. Burch</u> _____ Print or Type Name of Witness _____ AS TO LESSEE	LESSEE: STATE OF FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES By: <u>Mike Gresham</u> _____ MIKE GRESHAM Print or Type Name _____ DIRECTOR OF ADMINISTRATION Print or Type Title	
APPROVED AS TO CONDITIONS AND NEED THEREFOR DEPARTMENT OF MANAGEMENT SERVICES _____ General Services Manager, Bureau of Real Property Management _____ Director Division of Facilities Management APPROVAL DATE: _____	APPROVED AS TO FORM AND LEGALITY, SUBJECT ONLY TO FULL AND PROPER EXECUTION BY THE PARTIES GENERAL COUNSEL DEPARTMENT OF MANAGEMENT SERVICES By: _____ _____ Print or Type Name APPROVAL DATE: _____	APPROVED AS TO FORM AND LEGALITY, SUBJECT ONLY TO FULL AND PROPER EXECUTION BY THE PARTIES GENERAL COUNSEL DEPARTMENT OF _____ By: <u>[Signature]</u> _____ Print or Type Name APPROVAL DATE: <u>5/18/07</u>

Reviewed for legal form and content:
[Signature]
 Assistant County Attorney

MONTHLY RENTAL RATE SCHEDULE

Lease No.: 420:0413

Effective: 07/15/2007

<u>TERM</u>	<u>AMOUNT PER SQ.FT.</u>	<u>MONTHLY RENTAL</u>
First Year 07/15/07 - 07/14/08	\$17.42	\$470.34
Second Year 07/15/08 - 07/14/09	\$17.98	\$485.46
Third Year 07/15/09 - 07/14/10	\$18.56	\$501.12
Fourth Year 07/15/10 - 07/14/11	\$19.15	\$517.05
Fifth Year 07/15/11 - 07/14/12	\$19.76	\$533.52



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES

PUBLIC ENTITY CRIME STATEMENT

REQUIRED ADDENDUM 1

LEASE NUMBER: 420:0413

Public Entity Crime Statement: Section 287.133, Florida Statutes, places the following restrictions on the ability of persons convicted of public entity crimes to transact business with the department:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Handwritten signature of Scott Ellis in cursive script.

Scott Ellis, Clerk

Handwritten signature of Jackie Colon in cursive script.

Lessor's Signature

Jackie Colon, Chairperson

May 8, 2007

Date As approved by the Board
05/08/07



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES

DISCRIMINATION

REQUIRED ADDENDUM 2

LEASE NUMBER: 420:0413

An entity who has been placed on the Discriminatory Vendor List may not submit a bid or proposal to provide goods or services to a public entity, may not submit a bid or proposal with a public entity for the construction or repair of a public building or public work, may not submit bids or proposals on leases of real property to a public entity, may not perform work as a contractor, supplier subcontractor or consultant under contract with any public entity and may not transact business with any public entity.

Scott Ellis, Clerk

May 8, 2007

Date

Lessor

Jackie Colon, Chairperson

May 8, 2007

Date

As approved by the Board 05/08/07

Lessee

May 18, 2007

Date



CHARLES H. BRONSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

COMPLIANCE WITH FLORIDA'S FIRE SAFETY STANDARDS

ADDENDUM: 3

LEASE NUMBER: 420:0413

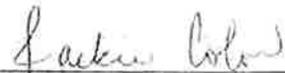
To assure the tenant of facility compliance with Florida's Fire Safety Standards, **Brevard County Board of County Commissioners** agrees to provide tenant with a written inspection report beginning **July 15, 2008** and every year thereafter for the basic lease term and any subsequent renewal or extension period. The fire safety inspection is to be conducted by local fire officials or a Certified Fire Inspector.

Failure by **Brevard County Board of County Commissioners** to provide an annual inspection report shall be considered breach of the Lease Agreement.

Lessor agrees to correct any facility deficiency or violation named on the report within 30 days.



Scott Ellis, Clerk



Lessor
Jackie Colon, Chairperson

May 8, 2007
Date As approved by the Board 05/08/07



CHARLES H. BRONSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

RIGHT TO TERMINATE

ADDENDUM: 4

LEASE NUMBER: 420:0413

Either party shall have the right to terminate this lease without penalty, upon six (6) months written notice by Certified Mail.

Scott Ellis, Clerk

Lessor
Jackie Colon, Chairperson

May 8, 2007

Date

May 8, 2007

Date

As approved by the Board 05/08/07

Lessee

May 18, 2007

Date

RESOLUTION NO. 2007-131

A RESOLUTION PURSUANT TO SECTION 125.38, FLORIDA STATUTES, AUTHORIZING THE LEASE OF COUNTY PROPERTY TO THE STATE OF FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Brevard County, Florida (County), owns certain real property known as the Brevard County Extension Service Building (Property), located at 3695 Lake Drive, Cocoa, Florida; and

WHEREAS, the State of Florida Department of Agricultural and Consumer Services, Division of Plant Industry desires to utilize the Property to locate administrative offices to support their operations;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, that:

1. The County hereby agrees to execute the lease agreement with the State of Florida Department of Agricultural and Consumer Services, attached as Exhibit "A."
2. The County has determined that the office space that subject of the lease agreement is needed by State of Florida Department of Agricultural and Consumer Services to facilitate a local plant inspection program and not needed by the County at this time.
3. Brevard County has determined that it is in its best interest to lease the office space to the State of Florida Department of Agricultural and Consumer Services for said purpose.
4. The lease is being granted to the State of Florida Department of Agricultural and Consumer Services for the nominal value of one dollar (\$1.00) per sit per year.
5. This Resolution shall become effective immediately upon its adoption.

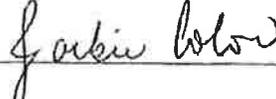
This Resolution is PASSED AND ADOPTED this 8 day of May, 2007.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



Scott Ellis, Clerk



Jackie Colon, Chair

As approved by the Board on: 05/08/07

STATE OF FLORIDA
COUNTY OF BREVARD

This is to certify that the foregoing is a
true and current copy of Resolution
No. 07-131 witness my hand
and official seal this 11 day of
May 20 07

SCOTT ELLIS
Clerk Circuit Court
BY dscoff D.C.



STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES
DISCLOSURE STATEMENT

Authority: Paragraphs 255.249(4)(h)(i), 255.01 F.S.

Lease No: 420:0413

Check One: [] Privately Owned [] Entity Holding Title [] Publicly Owned

Name of Entity: _____

Name of Facility: _____

Facility Location: _____

City: _____ County: _____ Zip: _____

Total Net Rentable Square Footage in Building _____

Federal Identification No. (F.I.N. or S.S.N.) _____

PUBLICLY OWNED FACILITIES COMPLETE THIS AND SIGNATURE PORTION ONLY:

IS THIS FACILITY FINANCED WITH LOCAL GOVERNMENT OBLIGATIONS OF ANY TYPE?

[] YES [] NO

This is to certify that the following individual(s) or entity holds 4% or more interest and/or the following public official(s), agent(s) or employee(s) holds any interest in the property or in the entity holding title to the property being leased to the State.

This is to certify that all beneficial interest is represented by stock in a corporation registered with the Securities and Exchange Commission or is registered pursuant to Chapter 517, Florida Statutes, which stock is for sale to the general public.

[] Yes [] No

If entity is a Corporation (not registered with the Securities and Exchange Commission), provide information for any individual holding 4% or more interest in the Corporation. If no one holds more than 4% then so state.

Name: _____

Home Address: _____

Principal Occupation: _____

Occupational Address: _____

Percent of Interest: _____

Name: _____

Home Address: _____

Principal Occupation: _____

Occupational Address: _____

Percent of Interest: _____

(Attach additional pages if necessary)



STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES
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IS THIS FACILITY FINANCED WITH LOCAL GOVERNMENT OBLIGATIONS OF ANY TYPE?

[] YES [] NO

This is to certify that the following individual(s) or entity holds 4% or more interest and/or the following public official(s), agent(s) or employee(s) holds any interest in the property or in the entity holding title to the property being leased to the State.

This is to certify that all beneficial interest is represented by stock in a corporation registered with the Securities and Exchange Commission or is registered pursuant to Chapter 517, Florida Statutes, which stock is for sale to the general public.

[] Yes [] No

If entity is a Corporation (not registered with the Securities and Exchange Commission), provide information for any individual holding 4% or more interest in the Corporation. If no one holds more than 4% then so state.

Name: _____

Home Address: _____

Principal Occupation: _____

Occupational Address: _____

Percent of Interest: _____

Name: _____

Home Address: _____

Principal Occupation: _____

Occupational Address: _____

Percent of Interest: _____

(Attach additional pages if necessary)

Disclosure Statement

Additional Page

Lease No.: 420:0413

Name _____

Home Address: _____

Principal Occupation: _____

Occupational Address: _____

Percent of Interest: _____

Name _____

Home Address: _____

Principal Occupation: _____

Occupational Address: _____

Percent of Interest: _____

Name _____

Home Address: _____

Principal Occupation: _____

Occupational Address: _____

Percent of Interest: _____

Name _____

Home Address: _____

Principal Occupation: _____

Occupational Address: _____

Percent of Interest: _____

Name _____

Home Address: _____

Principal Occupation: _____

Occupational Address: _____

Percent of Interest: _____

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: State of Florida Lease Agreement Mod. #3 extending term of lease for Extension Services	
2. Fund/Account #: 0001/200800/3620050/R30001	3. Department Name: Extension Services
4. Contract Description: Lease Agreement Mod. #3 extending agreement term	
5. Contract Monitor: Lisa Wishe	7. Contract Type:
6. Dept/Office Director: Beth Shephard	INTERGOVT/STATE <input type="checkbox"/>

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

COUNTY OFFICE	APPROVAL		SIGNATURE	DATE
	YES	NO		
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

SECTION III - REVIEW AND APPROVAL TO EXECUTE

COUNTY OFFICE	APPROVAL		SIGNATURE	DATE
	YES	NO		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>	5-24-18
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>	5/29/18

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete <input checked="" type="checkbox"/>
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status	<input type="checkbox"/>
Contract Title	<input type="checkbox"/>
Contract Type	<input type="checkbox"/>
Contract Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date	<input type="checkbox"/>
Contract Effective Date	<input type="checkbox"/>
Contract Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Initial Contract Form with County Attorney/ Risk Management Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>

DIVISION OF ADMINISTRATION
(850) 617-7000



11-02
THE MAYO BUILDING
407 SOUTH CALHOUN STREET
TALLAHASSEE, FLORIDA 32399-0800

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
COMMISSIONER ADAM H. PUTNAM

May 20, 2013

Lisa Wishe
Administrative Assistant to the Director
UF/Brevard County Extension Service
3695 Lake Drive
Cocoa, FL 32926

Re: FDACS Lease No. 420:0413: Agreement to Extend Term; Plant Industry

I am enclosing your copy of the subject Agreement. Please feel free to call me at (850) 617-7028 if I can answer any questions or help with any issue concerning the lease.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Spargo IV".

Jim Spargo IV
Senior Management Analyst

/js
Enclosures