

Grants & Contracts - Transmittal Memo

DATE: September 27, 2017

FROM: Purchasing Division, Contracts

TO: Kate Libby
Chris Bird

CONTRACT #: 7649

VENDOR: Holbrook Group, Inc.

DESCRIPTION: #7649 4th Amendment to extend the term to 9/30/2018, amend
Alterations and Improvements, Services and Repairs

APPROVED BY: Board of County Commissioners

APPROVAL DATE: 9/26/2017

RECEIVED ON: 9/26/2017

TERM START: 9/26/2017

TERM END: 9/30/2018

AMOUNT:

ACCOUNT:

ENCUMBRANCE #:

RFP/BID #:

ACTIONS REQUIRED: Please forward a copy to the vendor & retain a copy for your files.

COPY TO: Finance and Accounting
Risk Division
Purchasing Division
File

**AMENDMENT TO LEASE AGREEMENT
BETWEEN ALACHUA COUNTY AND
HOLBROOK GROUP, INC.**

THIS **Fourth** AMENDMENT TO LEASE AGREEMENT made and entered into **this** 26th day of September A.D. 2017 by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "Tenant", and **Holbrook Group, Inc.**, hereinafter referred to as "**Landlord**":

WITNESSETH:

WHEREAS, the parties hereto previously entered into an agreement dated **June 28, 2011**, and entered into a **First Amendment** dated **August 9, 2011**, a **Second Amendment** dated **November 18 2014**, and a **Third Amendment** dated **September 27, 2016** for the provision of **leasing space at the Seagle Building Annex, located at 408 W. University Avenue, Gainesville, FL**; and,

WHEREAS, the parties wish to amend the agreement.

NOW, THEREFORE, the parties hereby agree to amend the Agreement dated June 28, 2011 as follows:

- A. SECTION # 1 of the Agreement, **The Premises**, is amended to add:
"Following completion of improvements as specified in Exhibit "A" and "B", the total square footage that the Landlord leases and rents to the Tenant and the Tenant leases and rents from the Landlord will encompass approximately eight thousand nine hundred (8,900) square feet of space."
- B. SECTION # 2 of the Agreement, **Term**, is amended in its entirety to read:
"The term of this lease shall commence on October 1, 2017 and end September 30, 2018 unless earlier terminated as provided herein."
- C. SECTION # 4 of the Agreement, **Rent**, is amended to add the following:
"Beginning October 1, 2017, Tenant agrees to pay the Landlord monthly payments of Eight Thousand Five Hundred Thirteen Dollars and Sixteen Cents (\$8,513.16). Upon completion of improvements as specified in Exhibit "A" and "B" and final approval by City of Gainesville Building Official, Tenant agrees to pay the Landlord monthly payments of Ten Thousand Four Hundred Nine Dollars (\$10,409)."
- D. SECTION # 5 of the Agreement, **Alterations and Improvements**, is amended in its entirety to read:
"Landlord shall make the improvements as specified in Exhibit "A" and "B". The cost of said improvements will be mutually agreed upon by Tenant and Landlord and will be paid by the Landlord. Upon completion of the improvements and final approval by the City of Gainesville Building Official, Tenant will make a one-time payment of the agreed upon cost to the Landlord."
- E. SECTION # 9 of the agreement, **Services and Repairs**, is amended to add the following:
"sub-section j. In the event that necessary repairs are not completed and cause any portion of the premises to be unusable until it is repaired, the Tenant will deduct.

from the monthly rent, a pro-rated dollar amount per square foot of unusable space each day until it is repaired to Tenant's satisfaction and returned to Tenant's use.
F. This Fourth Amendment shall take effect upon expiration of the original agreement.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement between the parties dated June 28, 2011, as amended, shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Fourth Amendment to Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By , Chair
Board of County Commissioners

ATTEST:

APPROVED AS TO FORM


Jesse K. Irby II, Clerk


Alachua County Attorney's Office

(SEAL)

VENDOR

ATTEST: (By Corporate Officer)

By: 
Print: David Holbrook
Title: President

By: _____
Print: DAVID HOLBROOK
Title: PRESIDENT
Date: 9/18/17