

Grants & Contracts - Transmittal Memo

DATE: December 7, 2017

FROM: Purchasing Division, Contracts

TO: Susie Funderburk

CONTRACT #: #10749

VENDOR: Faye Cole Johnson

DESCRIPTION: #10749 Faye Cole Johnson for lease space located at 6520 NW18th Drive Gainesville FL 32653

APPROVED BY: County Manager

APPROVAL DATE: 12/6/2017

RECEIVED ON: 12/7/2017

TERM START: 12/6/2017

TERM END: 9/30/2018

AMOUNT: \$34,081.20

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

**LEASE AGREEMENT BETWEEN
ALACHUA COUNTY AND FAYE COLE JOHNSON, TRUSTEE, FAYE COLE
JOHNSON REVOCABLE LIVING TRUST FOR LEASE SPACE LOCATED AT 6520
NW 18th DRIVE, GAINESVILLE, FL 32653**

THIS LEASE AGREEMENT ("Lease") made and entered into this 6th day of December, 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 the "Tenant" and Faye Cole Johnson, Trustee, Faye Cole Johnson Revocable Living Trust, dated September 21, 2004 doing business at 3225 NW 13th Street, Gainesville, Florida 32609, hereinafter referred to as the "Landlord."

WITNESSETH:

In consideration of the mutuality of the rents, covenants, agreements, terms, and conditions hereinafter contained, the parties hereto do mutually covenant and agree as follows:

The Premises. The Landlord leases and rents to the Tenant and Tenant leases and rents from the Landlord leased space located at 6520 NW 18th Drive, Gainesville, FL 32653 (Lot 22 Northwest Industrial Park Unit No. 3, as per plat thereof as recorded in Plat Book "L", page 31) and as shown in **Attachment A**, for the benefit of the State of Florida, Alachua County Health Department.

1. **Term.** This Lease is effective upon execution continuing through September 30, 2018 unless earlier terminated as provided herein. The Tenant shall have the option to renew this Lease on a month-to-month basis at the terms and rent outlined herein. The Tenant shall provide written notice 90 days prior to the expiration of this Lease to the Landlord of its intent to exercise the option to renew.
2. **Renewal.** Tenant shall also have an option to renew the Lease for a One (1) additional one (1) year period. The Tenant shall provide written notice to the Landlord of its intent to exercise this option at least 90 (ninety) days before the end of the then current term of the Lease. If the Tenant elects to renew this Lease for a one-year period, then the rent may be adjusted as of October 1, 2018 with rent changing by an amount equal to the Consumer Price Index for the prior year, not to exceed 5% for each year above the previous year's rent.
3. **Rent.**
 - A The Tenant agrees to pay the Landlord monthly rental payments of \$ 2,840.10 monthly from commencement on October 1, 2017 to September 30, 2018. All rental payments shall be due on the first day of each month. The Landlord shall provide a monthly invoice by the 21st day of the previous month to the Tenant at the following address:

Alachua County Facilities Management
915 SE 5th Street
Gainesville, Florida 32601

- B The Tenant shall submit/mail monthly rental payments to Faye Cole Johnson, Trustee and shall mail the rental payments to the Landlord at 3225 NW 13th Street, Gainesville, FL 32609. The Tenant certifies that, as a governmental entity, it is exempt from state sales tax. The Tenant's tax-exempt number is 11-06-024077-53C.
4. **Alterations and Improvements.** The Tenant reserves the right to make alterations to the leased premises during the term of the Lease, with written approval of the Landlord. At the termination of the Lease term by lapse of time or otherwise, the Tenant shall have the right to remove all personal property and fixtures of the Tenant brought onto or into the premises by the Tenant or at the expense of the Tenant.
5. **Use of Premises.** The Tenant shall use the premises for Alachua County business activities and any other activities deemed necessary by the County to conduct public business of the County or its Constitutional Officers.
6. **Compliance with Law.** The Landlord shall comply with all federal, state, and local laws pertaining to zoning, fire protection, construction, and maintenance of the lease space. The Landlord agrees to assume full financial responsibility for compliance with these laws, rules, ordinances, to include Titles II and III of the American with Disabilities Act, state and local laws pertaining to zoning, construction, handicap requirements as provided for in Chapter 553, Part V, Florida Statutes, and maintenance of the property. The Landlord shall be responsible for the provision, maintenance, and repair of all fire protection equipment necessary to conform with city, county, and state fire protection laws, rules, ordinances, codes, regulations, and handicap requirements required by Chapter 553, Part V, Florida Statutes.
7. **Surrender of Premises.** Upon termination of the Lease term, by lapse of time or otherwise, the Tenant shall surrender the premises in as good a condition as the same was received at the commencement of the Lease term, reasonable use, wear, tear, and damage, only, expected.
8. **Services and Repairs.** Services provided by the Landlord are: *fs*
- A To maintain the building's structural components, exterior roof, landscaping approach walkways, grounds, and Landlord's share of joint maintenance of the parking area;
- B To provide Tenant access to the premises 24 hours a day, 365 days a year.
- C To provide and make repairs to the electrical and plumbing equipment and other building systems due to normal life failures;

- D To respond promptly to investigate any notice from Tenant of deficiency in the premises and to correct those prescribed within scope of this Lease;
- E The Landlord shall comply with all federal, state, and local laws pertaining to zoning, fire protection, construction, and maintenance of the lease space. The Landlord agrees to assume full financial responsibility for compliance with these laws, rules, ordinances, to include Titles II and III of the American with Disabilities Act, state and local laws pertaining to zoning, construction, handicap requirements as provided for in Chapter 553, Part V, Florida Statutes, and maintenance of the property. The Landlord shall be responsible for the provision, maintenance, and repair of any existing, installed fire protection equipment necessary to conform to city, county, and state fire protection laws, rules, ordinances, codes, regulations, and handicap requirements required by Chapter 553, Part V, Florida Statutes. Landlord is not responsible for the updating of the facility to meet current codes, since the structure is not new construction. In particular ADA compliance. Building is leased in as-is condition.

9. Utilities and Services. The County shall be responsible for payment of utilities and services at these premises

10. Inspection. The Landlord or its representative, successors, or assigns shall have access to the premises at all reasonable times for the purpose of inspecting the premises or taking such action as may be necessary to protect the premises from loss or damage; provided, however, that the Landlord's right of entry and inspection shall be subject to security requirements of the Tenant. The Landlord agrees to provide reasonable and adequate advance notice to the Tenant of any inspection and the Tenant shall have the right to have a staff member present during any inspection.
11. Title Status. The Landlord represents that it owns the premises in fee-simple, subject only to encumbrances, assessments, and restrictions, which will not interfere with the intended use of the premises, and that it has the full right, power, and authority to enter into this Lease for the term herein granted.
12. Insurance.
- A The Landlord shall obtain fire and extended coverage insurance upon the leasehold premises and improvements thereto in their full insurable value. The Landlord shall provide to the Tenant proof of such insurance coverage prior to the Tenant taking occupancy of the premises. Tenant is responsible for its property.
- B Tenant has in place a program of self-insurance pursuant to Florida Statutes Sections 111.072, 136.091 and 768.28. That the self-insurance program provides coverage for claims which emanate from Automobile Physical Damage and Public Liability incidents arising from Automobile Liability (both Bodily Injury and Property Damage), Commercial General Liability, and Workers' Compensation with a limit of liability not to exceed \$300,000 per accident
- C Nothing contained herein shall constitute a waiver by the Tenant of its sovereign immunity, the limits of liability or any other provisions of §768.28, Florida Statutes.

13. **Assignments.** This Lease is inferior to any mortgage now or on which may be placed on the land or building by the Landlord. Tenant will recognize as its Landlord under this Lease and attorn to any persons succeeding to the interest of Landlord under this lease in the event of foreclosure of any mortgage or the execution of any deed in lieu of such foreclosure. This provision is self-operative and no further document is required unless requested by any mortgagee. If so requested, Tenant shall execute and deliver an instrument confirming its attornment at no cost; provided, however, that no such mortgagee or successor in interest shall be bound by any payment of rent for more than one month in advance, or any amendment or modification of this lease made without the express written consent of such mortgagee. If Tenant shall refuse or fail to execute, acknowledge and deliver such document, Tenant hereby irrevocably appoints Landlord as Tenant's attorney-in-fact for ratifying all Landlord's acts pursuant to this section.

xy 14. **Sublease.** Tenant may sublease the premises to the State of Florida Department of Health without obtaining any additional permissions. In addition, Tenant may sublet a portion of the premises with Landlord's prior written permission, which shall not be unreasonably withheld. In any subletting of part of the premises Tenant shall not be relieved of any obligation of provision of this lease, and any sub-tenant shall have no right beyond the right of the Tenant under this lease

15. **Non-Waiver.** The failure of any party to exercise any right in this Agreement will not waive such right.

16. **Cumulative Remedies.** All of the rights, powers, and privileges conferred by this Lease upon the parties shall be cumulative and in addition to those otherwise provided by law, and shall not be deemed to preclude those rights and remedies provided by law.

17. **Entire Agreement, Modification and Waiver.** This Lease contains the entire agreement of the parties and supersedes all prior agreement. Any representations, inducements, promises, agreements or otherwise between the parties not embodied in this instrument shall be of no force or effect. No amendment or modification of this Lease shall be valid unless and until the same is reduced in writing and executed by both parties. No failure of a party to exercise any power given by this instrument, or to insist upon strict compliance of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of the future right to demand exact compliance with the terms of this Lease.

18. **Signs.** All signage must be approved by Landlord prior to installation and be consistent with the signage of the rest of the building. Signs must be removed by Tenant at the end of the Lease term. Damage caused by erection or removal shall be paid by Tenant. Tenant shall pay for signage.

19. **Landlord's Covenant of Quiet Enjoyment.** So long as the Tenant is not in default under the conditions and during the term of this Lease and any extension of said term, the Tenant's

quiet and peaceful enjoyment of the premises shall not be disturbed or interfered with by anyone claiming by, through, or under the Landlord.

20. **Police Security.** Landlord has no duty to provide police or security guards. The decision to provide police or security guard shall not give rise to an increased duty of care.
21. **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County health unit.
22. **Proration.** Rental and other amounts owned by the Tenant shall be prorated between the Landlord and the Tenant as the commencement and end of the Lease term, unless otherwise herein agreed to the contrary.
23. **Successor or Assigns.** The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, and assigns of the parties hereto.
24. **Casualty.** In the event that the Lease premises shall be damaged by fire, explosion, windstorm, or any other casualty, not caused by the Tenant, the Landlord shall initiate any needed repairs with ten (10) days and put the leased premises in good condition as rapidly as reasonably possible, not to exceed forty-five (45) days, and the Tenant shall be entitled to an abatement of rent during the period of time in which the leased premises are not suitable for occupancy and not used by the Tenant. If the Leased premises shall be damaged to the extent of more than twenty-five (25%), either party may, at its election, terminate this lease by giving written notice to the other party within five (5) days after the occurrence of such damage.
25. **Notices.** Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other party shall be in writing and sent by certified mail, return receipt requested, and shall be deemed to have been received when either deposited in the United States Postal Service mailbox or personally delivered with signed proof of delivery. The Tenant's representative and the Landlord's representative are:

Tenant: Director, Facilities Management
 915 SE 5th Street
 Gainesville, Florida 32601

Landlord: Faye Cole Johnson, Trustee
 3225 NW 13th Street
 Gainesville, FL 32609
 ATTN: Faye Cole Johnson

A copy of any notice hereunder shall be sent to:

Jess K. Irby II, Clerk,
Attention Finance and Accounting,
12 SE 1st Street
Gainesville, Florida 32602

And to:

Procurement Division
Attn: Contracts
12 SE 1st Street
Gainesville, FL 32601

26. **Eminent Domain.** In the event any portion of the land or property demised hereunder shall be taken through eminent domain proceedings, then the Tenant shall be entitled to a pro rata reduction in rent based upon the amount of the building and land taken through such eminent domain proceedings, (2) a share of the full compensation paid by the condemning authority based on the term of the lease, and (3), the Tenant shall have the right to terminate this Lease in the event of such eminent domain proceedings.
27. **Default and Termination.** If either party fails to fulfill its obligations under this Lease or if either party breaches any of the conditions or covenants of this Lease, the other party may terminate this Lease. However, prior to such termination, written notice shall be given to the party in default stating the failure or breach and providing a reasonable time period for correction of same. In the event the defect or default is not corrected within the allotted reasonable time, this Lease may be terminated upon thirty days prior written notice without further notice or demand and without prejudice to any right or remedy that the parties may have.
28. **Severability Clause.** If any clause or any of the terms or conditions of this Lease are held to be invalid for any reason, all other clauses or terms and conditions shall remain in full force and effect as set out herein.
29. **Third Party Beneficiaries.** This Lease does not create any relationship with, or any rights in favor of, any third party.
30. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Lease.
31. **Construction.** This Lease shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Lease.

32. **Governing Law.** This Lease shall be governed in accordance with the laws of the State of Florida. Sole and exclusive venue for any action arising under this Lease shall be in Alachua County, Florida.

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

ALACHUA COUNTY, FLORIDA (TENANT)

By: [Signature]
Michele Lieberman, Interim County Manager

Date: 12/6/17

[Signature]
Witness to County Manager

APPROVED AS TO FORM

[Signature]
Alachua County Attorney's Office

FAYE COLE JOHNSON, TRUSTEE (LANDLORD)
Faye Cole Johnson Revocable Living Trust

By: Faye Cole Johnson, Trustee

Print: Faye Cole Johnson

Title: owner / Trustee

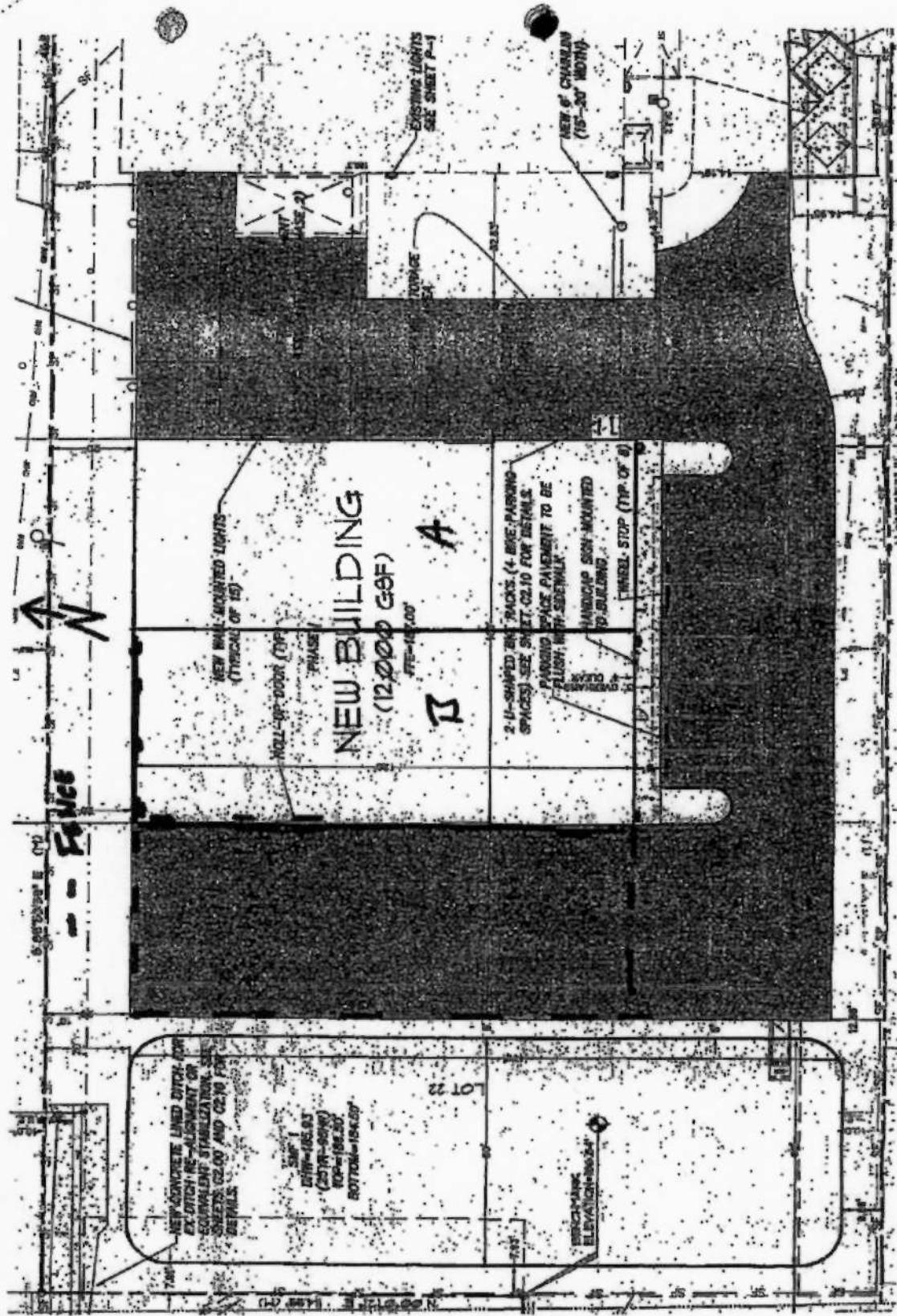
Date: 10-31-17

MUST BE ATTESTED (WITNESSED) BY A DESIGNATED OFFICER OF THE CORPORATION. IF NOT INCORPORATED, THEN SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION

[Signature]
KENNETH L. GUTHRIE
NOTARY PUBLIC, STATE OF FLORIDA
MY COMM. EXP. OCT. 27, 2020
COMM. #GG42916
BONDED BY WESTERN SURETY COMPANY

personally
known
to
me

ATTACHMENT A: MAP





**OLD DOMINION
INSURANCE COMPANY**
4601 Touchton Road East, Ste. 3300
P.O. Box 16100, Jacksonville, FL 32245-6100
Telephone: 1-904-642-3000 / 1-800-226-0875

INSURED

THIS POLICY CONTAINS
A **5%** DEDUCTIBLE
FOR WINDSTORM & HAIL
WHICH MAY RESULT IN
A HIGH OUT OF POCKET
EXPENSE TO YOU

SPECIAL COMMERCIAL PACKAGE POLICY

NOTICE!

You can get protection
through the National
Flood Insurance Program.
Call your agent or broker
for more details.

THIS POLICY
DOES NOT COVER
FLOOD LOSS



Named Insured and Mailing Address

FAYE COLE JOHNSON TRUSTEE OF
SEE NAME SCHEDULE
53 TURKEY CREEK
ALACHUA, FL 32615

Policy Number: BPG2152C
Account Number: CACG98791

Agent: JOHNSON & FLETCHER INS AGENCY
AGENT PHONE : 352 373 4381

Producer Code: 090310003

POLICYHOLDER INFORMATION

Named Insureds Business: **MERCANTILE**

Entity: **TRUST**

Policy Term: **12**

Effective: **12/01/16** (12:01 A.M. Standard Time at the address

Expiration: **12/01/17** of the Named Insured stated above)

In return for the payment of the premium and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy. See the attached schedules for Description of Premises, Property Coverage, Optional Coverages, Forms and Endorsements applying to this policy and Mortgage Schedule if applicable.

LIABILITY COVERAGE

LIMITS OF INSURANCE

Liability & Medical Expenses - each occurrence
Personal and Advertising Injury Limit
Products-Completed Operations Aggregate Limit
General Aggregate Limit
Fire Legal Liability - any one fire or explosion
Medical Expense Limit - per person

\$ 1,000,000
\$ 1,000,000
\$ 2,000,000
\$ 2,000,000
\$ 500,000
\$ 5,000

Business Liability and Medical Expense: Except for Fire Legal Liability, each paid claim for the above coverages reduces the amount of insurance we provide during the applicable annual period.

For policies subject to premium audit: Annual Audit Applies.

Total Annual Premium: \$ 9,632

FL EMPAT FUND: \$ 4.00
FL FIRE MARSHALL: \$ 9.53

TOTAL PREMIUM AND CHARGES \$ 9,645.53

Countersigned: _____

10/31/17

By: _____

[Signature]

64-5255 (1/04)

09/29/16 RENEWAL

TH

OLD DOMINION INSURANCE CO.

Agent: JOHNSON & FLETCHER INS AGENCY

Policy Number: BPG2152C
Account Number: CACG98791
Effective Date: 12/01/16
Producer Code: 090310003

NAMED INSURED SCHEDULE

FAYE COLE JOHNSON TRUSTEE OF THE
FAYE COLE JOHNSON REVOCABLE TRUST
DATED 9/21/04

NINSCHED 9/00 09/29/16 RENEWAL

TH

OLD DOMINION INSURANCE CO.

FAYE COLE JOHNSON TRUSTEE OF
SEE NAME SCHEDULE

Agent: JOHNSON & FLETCHER INS AGENCY

Policy Number: BPG2152C
Account Number: CACG98791
Effective Date: 12/01/16
Producer Code: 090310003

SPECIAL CPP DECLARATIONS - COVERAGES APPLYING TO THIS LOCATION

DESCRIPTION OF PREMISES - ADDRESSES

Premis. Bldg.

| No. | No. | Address |
|-----|-----|--|
| 1 | 1 | 6516 NW 18TH DR BLDG #1 GAINESVILLE, FL 32653 |

DESCRIPTION OF PREMISES - OCCUPANCY AND CONSTRUCTION

Premis. Bldg.

| No. | No. | Occupancy | Construction | Protection |
|-----|-----|-----------------------|-----------------|------------|
| 1 | 1 | BLDG-LEASED TO OTHERS | NON-COMBUSTIBLE | 3 |

COVERAGES PROVIDED

Premis. Bldg.

| No. | No. | Coverage | Limit of Insurance | Ded |
|-----|-----|-----------------------------|--------------------|-------|
| 1 | 1 | BLDG COV - SPCL (90% COINS) | 803,500 | 1,000 |

OPTIONAL COVERAGES

Premis. Bldg.

| No. | No. | Coverage | Limits |
|-----|-----|--|-------------|
| ALL | ALL | MECHANICAL ELECTRICAL AND PRESS SYS BRKDN INCLUDED | |
| | | EMPLOYEE DISHONESTY - BLANKET - FORM A - \$250 DED | \$ 10,000 |
| | | FORGERY AND ALTERATIONS \$250 DED | 10,000 |
| | | HIRED AUTO AND NON-OWNED AUTO LIABILITY | \$1,000,000 |
| 1 | 1 | MAINSTREET EXTENSION | SEE 64-8460 |
| | | PEAK SEASON - 90 DAYS AT 125% OF CONTENTS LIMIT INCLUDED | |
| | | VALUABLE PAPERS - \$500 DED | 25,000 |
| | | ACCOUNTS RECEIVABLE | 25,000 |
| | | MINI COMPUTER COVERAGE - \$ 500 DED | SEE 0D4-12 |
| | | EXTERIOR GLASS-\$250 DED | INCLUDED |
| | | REPLACEMENT COST COVERAGE | INCLUDED |
| | | THEFT,DISAPPEARANCE & DESTRUC-IN \$250 DED | 10,000 |
| | | THEFT,DISAPPEARANCE & DESTRUC-OUT \$250 DED | 10,000 |
| | | SIGN - \$250 DED | 5,000 |
| | | BUSINESS INCOME AND EXTRA EXPENSE | 6 MO. |

OLD DOMINION INSURANCE CO.

FAYE COLE JOHNSON TRUSTEE OF
SEE NAME SCHEDULE

Agent: JOHNSON & FLETCHER INS AGENCY

Policy Number: BPG2152C
Account Number: CACG98791
Effective Date: 12/01/16
Producer Code: 090310003

SPECIAL CPP DECLARATIONS - COVERAGES APPLYING TO THIS LOCATION

DESCRIPTION OF PREMISES - ADDRESSES

Premis. Bldg.

| No. | No. | Address |
|-----|-----|--|
| 2 | 1 | 6516 NW 18TH DR BLDG #2 GAINESVILLE, FL 32653 |

DESCRIPTION OF PREMISES - OCCUPANCY AND CONSTRUCTION

Premis. Bldg.

| No. | No. | Occupancy | Construction | Protection |
|-----|-----|-----------------------|-----------------|------------|
| 2 | 1 | BLDG-LEASED TO OTHERS | NON-COMBUSTIBLE | 3 |

COVERAGES PROVIDED

Premis. Bldg.

| No. | No. | Coverage | Limit of Insurance | Ded |
|-----|-----|-----------------------------|--------------------|-------|
| 2 | 1 | BLDG COV - SPCL (90% COINS) | 746,100 | 1,000 |

OPTIONAL COVERAGES

Premis. Bldg.

| No. | No. | Coverage | Limits |
|-----|-----|--|-------------|
| 2 | 1 | MAINSTREET EXTENSION | SEE 64-8460 |
| | | PEAK SEASON - 90 DAYS AT 125% OF CONTENTS LIMIT INCLUDED | |
| | | VALUABLE PAPERS - \$500 DED | 25,000 |
| | | ACCOUNTS RECEIVABLE | 25,000 |
| | | MINI COMPUTER COVERAGE - \$ 500 DED | SEE 0D4-12 |
| | | EXTERIOR GLASS-\$250 DED | INCLUDED |
| | | REPLACEMENT COST COVERAGE | INCLUDED |
| | | THEFT,DISAPPEARANCE & DESTRUC-IN \$250 DED | 10,000 |
| | | THEFT,DISAPPEARANCE & DESTRUC-OUT \$250 DED | 10,000 |
| | | SIGN - \$250 DED | 5,000 |
| | | BUSINESS INCOME AND EXTRA EXPENSE | 6 MO. |

OLD DOMINION INSURANCE CO.

FAYE COLE JOHNSON TRUSTEE OF
SEE NAME SCHEDULE

Agent: JOHNSON & FLETCHER INS AGENCY

Policy Number: BPG2152C
Account Number: CAC698791
Effective Date: 12/01/16
Producer Code: 090310003

SPECIAL CPP FORM SCHEDULE

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

| Form | Edition | Description |
|---------|---------|---|
| CG0001 | 1204 | COMMERCIAL GENERAL LIABILITY COVERAGE FORM |
| CG0067 | 0305 | EXCL-VIOLATION OF STATUTES-EMAIL,FAX,PHONE CALLS |
| CG0220 | 0411 | FLORIDA CHANGES - CANCELLATION AND NON-RENEWAL |
| CG2106 | 0514 | EXCL-CONFIDENTIAL AND PERSONAL INFO-LTD BI EXCEPTION |
| CG2144 | 1185 | LIMITATION OF COVERAGE TO DESIGNATED PREM. OR PROJECT |
| CG2147 | 0798 | EMPLOYMENT RELATED PRACTICES EXCLUSION |
| CG2150 | 0989 | AMENDMENT OF LIQUOR LIABILITY EXCLUSION |
| CG2170 | 0108 | CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM |
| CM0001 | 0695 | COMMERCIAL INLAND MARINE CONDITIONS |
| CM0028 | 0695 | SIGNS COVERAGE FORM |
| CM0066 | 0695 | ACCOUNTS RECEIVABLE COVERAGE FORM |
| CM0067 | 0695 | VALUABLE PAPERS & RECORDS COVERAGE FORM |
| CM0116 | 0489 | FLORIDA CHANGES - LOSS PAYMENT |
| CP0010 | 0695 | BUILDING & PERSONAL PROPERTY COVERAGE FORM |
| CP0015 | 0695 | GLASS COVERAGE FORM |
| CP0030 | 0695 | BUSINESS INCOME COVERAGE FORM (AND EXTRA EXPENSE) |
| CP0090 | 0788 | COMMERCIAL PROPERTY CONDITIONS |
| CP0125 | 0708 | FLORIDA CHANGES |
| CP0321 | 0695 | WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE |
| CP1030 | 0695 | CAUSES OF LOSS - SPECIAL FORM |
| CP1032 | 0808 | WATER EXCLUSION ENDORSEMENT |
| CP1230 | 0695 | PEAK SEASON LIMIT OF INSURANCE |
| CP1915 | 0788 | GLASS COVERAGE SCHEDULE |
| CR0001 | 1090 | FORM A (BLANKET) EMPLOYEE DISHONESTY |
| CR0003 | 0186 | FORGERY OR ALTERATION COVERAGE FORM |
| CR0004 | 1090 | FORM C - THEFT, DISAPPEARANCE & DESTRUCTION |
| CR0206 | 0695 | FLORIDA CHANGES |
| CR1000 | 0695 | CRIME - GENERAL PROVISIONS |
| IL0017 | 1198 | COMMON POLICY CONDITIONS |
| IL0021 | 1194 | BROAD FORM NUCLEAR EXCLUSION ENDORSEMENT |
| IL0175 | 0993 | FLORIDA CHANGES - LEGAL ACTION AGAINST US |
| IL0255 | 0110 | FLORIDA CHANGES - CANCELLATION AND NON-RENEWAL |
| IL0401 | 0110 | FLORIDA SINKHOLE LOSS COVERAGE |
| IL0985 | 0108 | DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE |
| OD3-40 | 0788 | PUNITIVE DAMAGES EXCLUSION |
| OD4-12 | 0898 | MINI-COMPUTER FORM |
| OD4-22 | 0898 | HIRED AUTO & NON-OWNED AUTO LIABILITY |
| 60-5231 | 0716 | OLD DOMINION SIGNATORY CLAUSE |
| 64-5869 | 1100 | INTELLECTUAL PROPERTY LIABILITY - EXCLUSION |
| 64-5938 | 0601 | MECHANICAL, ELECTRICAL OR PRESSURE SYSTEMS BREAKDOWN |
| 64-5960 | 1006 | PRIVACY NOTICE |
| 64-8062 | 0702 | FUNGI OR BACTERIA EXCLUSION |
| 64-8070 | 0702 | FUNGUS, WET ROT, DRY ROT & BACTERIA EXCLUSION |
| 64-8137 | 0203 | COLLAPSE CHANGES |
| 64-8162 | 0108 | POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE |
| 64-8460 | 0106 | MAINSTREET EXTENSION |

GRANTS AND CONTRACTS - TRANSMITTAL MEMO

Date: June 27, 2016

From Purchasing/Contracts

To: Karla Carusone, Karin Smith

CONTRACT #: 7428

VENDOR: Faye Cole Johnson, Trustees, Faye Cole Johnson Revocable Living Trust

DESCRIPTION: 6th Amendment to Lease Agreement

APPROVED BY: County Manager

APPROVAL DATE: 6/27/16

Received On: 6/27/16

TERM START 10/1/16

TERM END 9/30/17

AMOUNT: \$34,081.20

ACCOUNT: 001-1914-525.44-10

ENCUMBRANCE # n/a

RFP/BID # n/a

ACTIONS
REQUIRED Please forward a copy to the vendor & retain a copy for your files.
One of two originals sent to Karla

copy to: F&A
Risk
Purchasing
File

**SIXTH AMENDMENT TO LEASE AGREEMENT
BETWEEN ALACHUA COUNTY AND FAYE COLE JOHNSON, TRUSTEE
FOR LEASE OF PROPERTY 6520 NW 18TH DRIVE, GAINESVILLE, FLORIDA**

27th THIS SIXTH AMENDMENT TO AGREEMENT, made and entered into this day of June A.D. 2016, 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 Faye Cole Johnson, Trustee, Faye Cole Johnson Revocable Living Trust, hereinafter referred to as "Landlord":

WITNESSETH:

WHEREAS, the parties hereto previously entered into an agreement dated October 7, 2010, and entered into a first amendment dated August 24, 2011; a second amendment dated July 24, 2012, a third amendment dated June 20, 2013, a fourth amendment dated August 14, 2014 and a fifth amendment dated September 28, 2015; for the provision of lease space at 6520 NW 18th Drive, Northwest Industrial Park Unit No. 3, Gainesville, Alachua County, Florida; and,

WHEREAS, the parties wish to amend the agreement.

NOW, THEREFORE, the parties hereby agree to amend the Lease dated October 7, 2010 as follows:

A. SECTION #2 of the Lease, **Term and Renewal** is amended to add the following:

The term of this third amendment is effective beginning October 1, 2016 and continuing through September 30, 2017. The lease may be renewed, at the County's sole option, for an additional one (1) year period.

B. SECTION#3 of the Lease, **Rent and Charges for Sales Tax** is amended to add the following:

Tenant does hereby agree to pay to Landlord as rent for and said warehouse space during the above first described term of the Lease monthly rental payments of Two Thousand Eight Hundred Forty and 10/100th (\$2,840.10) payable in advance on the fifteenth day of each month.

The County's performance and obligation to pay under this agreement is contingent upon

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

ALACHUA COUNTY, FLORIDA

By: [Signature]
Dr. Lee A. Niblock, County Manager
Board of County Commissioners

Date: 6/27/16

[Signature]
Witness to County Manager

APPROVED AS TO FORM

[Signature]
Alachua County Attorney's Office

FAYE COLE JOHNSON REVOCABLE LIVING TRUST

[Signature]
FAYE COLE JOHNSON, TRUSTEE

Date: 5-16-16

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 16th day of May, 2016,
by Faye Cole Johnson as trustee for Faye Cole Johnson Revocable Living Trust.

[Signature]
Notary Public, State of Florida
KENNETH L. GUTHRIE
NOTARY PUBLIC, STATE OF FLORIDA
MY COMM. EXP. OCTOBER 3, 2016
Print, Type, or Stamp Commissioned Name of Notary
BONDED BY WESTERN SURETY COMPANY

Personally Known or Produced Identification

Type of Identification Produced _____

LEASE

This Lease Agreement made and entered into this 7th day of Oct, 2010; by and between Faye Cole Johnson, Trustee, Faye Cole Johnson Revocable Living Trust, dated September 21, 2004, hereinafter referred to as "Landlord," and Alachua County, Florida, by and through its Board of County Commissioners, hereinafter referred to as "Tenant":

WITNESSETH;

- 1) The Landlord has leased, let & rented to the Tenant and office space, designated herein as the Premises, consisting of approximately 6000 Square feet, Suite B, located in Gainesville and identified as: 6520 NW 18th Drive 32653 (Lot 22 Northwest Industrial Park Unit no. 3, as per plat thereof as recorded in Plat Book "L", page 31) and as shown in attached Exhibit 1. Special conditions to this lease are attached as **Addendum A.**
- 2) **TERM AND RENEWAL:**
 - a) The Tenant is to have and hold the above-described premises for the full and complete term and period of Two Years beginning October 1, 2010 and expiring at 11:59 p.m. on September 30, 2012, unless terminated earlier as provided herein.
 - b) Provided Tenant is *not* in default of the Terms of this Lease, Tenant shall have the option to extend said Lease for up to five additional one year periods, commencing on October 1, 2012. In order to exercise said option, Tenant must give to Landlord prior written notice via certified mail receipt requested, at least ninety (90) days prior to the option date or said option shall become null and void. Commencing on the first year of the option period rent shall be increased by five percent (5%). Each year thereafter the annual rent shall be increased by the Consumer Price Index for all Urban customers (CPI-U). The CPI-U shall be the increase from the July the previous year to the July of the increase year. The increase shall be no more than 5% annually, and the rent shall never decrease from the prior year's rent. All rent payments are to be paid in equal monthly payments. All other terms and conditions of this Lease shall remain the same during the option period.
- 3) **RENT AND CHARGES FOR SALES TAX:**
 - a) Tenant does hereby agree to pay to Landlord as rent for and said warehouse space during the above first described term of the Lease monthly rental payments of Three Thousand and 00/100ths (\$3,000) payable in advance on the **fifteenth** day of each month. Tenant certifies that, as a government entity, it is exempt from state sales tax. The Tenant's tax exempt number is 11-06-024077-53C. The payment for the first month shall be paid within 10 business days of when the Lease is signed.

- b) Payments shall be considered received when received by Landlord at **3225 NW 13th Street, Gainesville, FL 32609**, or at such address the Landlord shall notify Tenant in writing from time to time.
 - c) The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.
- 4) **CONDITION:** Take possession of the leased premises by Tenant shall be conclusive evidence that Tenant accepts same "as is" and that the leased premises are in good and satisfactory condition at the time such possession was taken. Tenant and Landlord shall inspect the premises together prior to such possession noting in writing any existing damage or condition for which Tenant will not be responsible.
- 5) **SECURITY DEPOSIT:** The security deposit of None shall be paid to Landlord when this Lease is signed. Upon termination of the Lease and surrender of premises with all keys by Tenant the security deposit shall be returned to the Tenant provided Landlord may hold the security refunded and rental yet due and payable, cost of repairing or replacing any damage to the premises, and costs of cleaning premises if Tenant fails to do so adequately prior to surrender of premises; further, the security deposit is refundable only if the Tenant has fulfilled, kept, observed and performed all the covenants, conditions, or agreement of the Lease with any remainder refunded to the Tenant promptly thereafter.
- 6) **LATE CHARGE:** Payments shall be made in accordance with Chapter 218, Florida Statutes (the Florida Prompt Payment Act).
- 7) **LANDLORD'S COVENANTS:** The landlord hereby covenants and agrees as follows:
- a) To cooperate with the Tenant in the enjoyment and peaceful possession of the premises during the aforesaid term;
 - b) To maintain the building's structural components, exterior roof, landscaping approach walkways, grounds, and Landlord's share of joint maintenance of the parking area;
 - c) To provide Tenant access to the premises 24 hours a day, 365 days a year.
 - d) To provide and make repairs to the electrical and plumbing equipment and other building systems due to normal life failures;
 - e) To respond promptly to investigate any notice from Tenant of deficiency in the premises and to correct those prescribed within scope of this Lease;
 - f) To notify Tenant from time to time of any change in the Monthly Installment attribute to provisions described herein.
 - g) The Landlord shall comply with all federal, state, and local laws pertaining to zoning, fire protection, construction, and maintenance of the lease space. The Landlord agrees to assume full financial responsibility for compliance with these laws, rules, ordinances, to include Titles II and III of the American with Disabilities Act, state and local laws pertaining to zoning, construction, handicap requirements as provided for in Chapter 553, Part V. Florida Statutes, and maintenance of the property. The Landlord shall be responsible for the provision,

maintenance, and repair of any existing, installed fire protection equipment necessary to conform to city, county, and state fire protection laws, rules, ordinances, codes, regulations, and handicap requirements required by Chapter 553, Part V, Florida Statutes. Landlord is not responsible for the updating of the facility to meet current codes, since the structure is not new construction. In particular ADA compliance. Building is leased in as-is condition.

- h) That it owns the premises in fee- simple, subject only to encumbrances, assessments, and restrictions which will not interfere with the intended use of the premises, and that it has the full right, power, and authority to enter into this lease for the term herein granted.
- i) The Landlord shall obtain fire and extended coverage insurance upon the leasehold premises and improvements thereto in their full insurable value. The Landlord shall provide to the Tenant proof of such insurance coverage prior to the Tenant taking occupancy of the premises.

8) **TENANT'S COVENANT:** The Tenant hereby covenants and agrees as follows:

- a) To pay the rent water-sewerage and waste removal/recycling charges when and as the same come due;
- b) To be responsible for keeping the interior of the premises and property improvements situated therein in good condition, including without limitation repairs of damage due to misuse or accident, if caused by Tenant, to all heating-A/C, electrical and plumbing equipment/systems, hardware, cabinetry, wall/ceiling surfaces, doors, changing light bulbs, windows and blinds, normal wear and tear excepted. Tenant shall replace all damaged glass in windows/doors/mirrors. Landlord shall have the right to demand any such repairs or replacement to the foregoing if required, which it deems necessary and, if Tenant refuses, to begin and complete the same with reasonable diligence. Landlord may cause such repairs to begin and complete the same with reasonable diligence. Landlord may cause such repairs to be made, for which purpose Landlord and Landlord's agents shall have full access to the premises. Tenant shall, on written demand, pay Landlord promptly the cost of making such repairs/replacements.
- c) Light bulbs
- d) Zoning compliance form, if required.
- e) To surrender the premises and all keys upon expiration of termination of the lease in clean condition and good repair, normal wear and tear expected, provided, however, all alterations, additions, and improvements permanently attached and made by the Tenant (except moveable furniture, equipment, inventory and supplies) shall become and remain property of the Landlord upon termination of Tenant's occupancy of the premises.
- f) To pay all utility expenses including but not limited to: electric, water, sewer, refuse and recycling and services for the leased premises.
- g) To use said premises in a careful and proper manner for the expressed purpose of operating a storage warehouse and to commit or permit no waste or damages to said premises, and not to conduct or permit to be conducted on said premises and business nor commit or permit any act which is a nuisance or which may be contrary to or in violation of any federal, state or local law or ordinance;

- h) Tenant is self insured in accordance with the provisions of section 768.28, F.S. and can provide a certificate of self insurance upon request.
 - i) To be responsible for its own contents and any insuring thereof.
 - j) Tenant shall be solely responsible for the negligent or wrongful acts of its employees. Nothing contained herein shall constitute a waiver by Tenant of its sovereign immunity, the limits of liability, or the provisions of §768.28, Florida Statutes.
 - k) To permit Landlord to put upon the leased premises a notice stating the premises are for the lease for the sixty (60) days preceding expiration of this lease, and not to remove same, and to permit Landlord to show the premises to prospective tenants upon request.
- 9) **UNTENANTABILITY.** In the event that the lease premises shall be damaged by fire, explosion, windstorm, or any other casualty, not caused by the Tenant, the Landlord shall initiate any needed repairs with ten (10) days and put the leased premises in good condition as rapidly as reasonably possible, not to exceed forty-five (45) days, and the Tenant shall be entitled to an abatement of rent during the period of time in which the leased premises are not suitable for occupancy and not used by the Tenant. If the leased premises shall be damaged to the extent of more than twenty-five (25%), either party may, at its election, terminate this lease by giving written notice to the other party within five (5) days after the occurrence of such damage.
- 10) **RIGHT OF ENTRY:** Landlord, its agents employees and independent contractors shall have the right to enter the premises during reasonable hours with prior notice to Tenant, when possible to inspect and examine same to make repairs, additions, alterations, and improvements as Landlord deems necessary or desirable or to exhibit the premises to prospective tenants or purchasers. Tenant waives any claim and cause of action against Landlord or its agents by reason of loss or interruption to Tenant's business.
- 11) **ALTERATIONS:** Tenant shall not have the right to make any alterations or additions to premises without prior written consent of Landlord, and in such event said alterations or additions shall be made at Tenant's expense and at the termination of the Lease become property of the Landlord, unless Tenant chooses to remove the improvements and return the Premises to the pre-improvement condition..
- 12) **ASSIGNMENT:** Tenant shall not have the right to assign this Lease without prior written consent of the Landlord in each instance. Assignee shall become liable to Landlord for all obligations hereunder, without in any way relieving Tenant's liability hereunder.
- 13) **SUBLET:** Tenant may sublease the Premises to the State Department of Health without obtaining any additional permissions. Also, Tenant may sublet a part of the premises with Landlord's prior written approval, which shall not be unreasonably withheld. In any subletting of part of the premises Tenant shall not

be relieved of any obligation or provision of this lease, and any subtenant shall have no right whatsoever beyond the right of the Tenant under this lease.

- 14) **SIGNS:** With prior written approval of Landlord Tenant may at its own cost and expense install a panel with its name/trademark/logo on the glass door; Tenant shall first submit to Landlord a drawing or sketch representative of said sign(s) noting size, material, colors, proposed location, and content of language and logo/trademark for Landlord to consider.

- 15) **DEFAULT AND TERMINATION.** If either party fails to fulfill its obligations under this Lease Agreement or if either party breaches any of the conditions or covenants of this Lease Agreement, the other party may terminate this Agreement. However, prior to such termination, written notice shall be given to the party in default stating the failure or breach and providing a reasonable time period for correction of same. In the event the defect or default is not corrected within the allotted reasonable time, this Lease Agreement may be terminated upon thirty days prior written notice without further notice or demand and without prejudice to any right or remedy that the parties may have.

Notwithstanding the foregoing provisions, it is expressly agreed that this Agreement is contingent upon the availability of funds lawfully appropriated by the Tenant and, in the event funds to finance this lease become unavailable, the Tenant may terminate this lease upon no less than twenty-four (24) hours' notice, written and delivered by certified mail, return receipt requested, or in person with signed proof of delivery. The Tenant shall be the sole and final authority as to the availability of funds. In the event of termination hereunder rent shall be prorated so that the Tenant shall be responsible for payment of rent up to and including the month in which the Tenant vacates the premises.

- 16) **NON-COMPLIANCE:** Upon failure to do so or otherwise to comply fully with each and every covenant and provision of the lease, the Tenant shall immediately become, at the option of the Landlord, a Tenant of sufferance, and the Landlord shall have all rights legal and equitable to which is entitled under law or in addition, at its option, have the right to terminate said Lease as void and seek to relet the same or other Tenant, for the account of Tenant, using reasonable diligence, and hold Tenant responsible for the deficiency in rent between contract rent stated herein and the amount, if any, received from such other tenant.

- 17) **ADDRESSES FOR NOTICE:** All notices or demands of any kind that Landlord or Tenant may be required or may desire to serve upon the other may be served in person or by Certified Mail at the following addresses:

Tenant:

Facilities Manager, 105 SE 1st Avenue, Suite 2B, Gainesville, FL 32605

a copy of all notices should also be sent to:

J.K. Irby, Clerk, Attn: F&A

P.O. Box 939
Gainesville, FL 32602

and

Office of Management and Budget, Attn. Contracts
105 SE 1st Avenue, Suite 6
Gainesville, FL 32601

Landlord: Faye Johnson
3225 NW 13th Street
Gainesville, FL 32609

- 18) **SUBORDINATION:** This Lease and all rights of the Tenant hereunder shall be subject to and subordinate to the right of any mortgage holder ever having security interest in the property.
- 19) **INDIVIDUAL LEASE:** The terms of this lease are based in part on the individual needs of the Tenant, and there is no relation between this lease and the terms of lease of any other tenant in this building group.
- 20) **HOLDING OVER:** No holding over after the expiration date of the term shall be considered a renewal or extension of this lease unless written approval of such holding over and definite agreement to such effect is signed by Landlord and shall be considered a day to day tenancy at a rental of two times the daily rates of the maximum monthly payment provided herein.
- 21) **CAPTIONS:** Caption and paragraph headings are for convenient reference and are not part of this lease.
- 22) **SEVERABILITY:** The enforceability, invalidity, or illegality of any provision of this Lease shall not render the other provisions unenforceable, invalid, or illegal.
- 23) **SUCCESSORS:** This lease and all of the terms and conditions contained herein shall be binding upon and shall insure to the benefit of the parties hereto, their heirs, executors, administrators, and successors and assigns.
- 24) **DISPUTE RESOLUTION.** Mindful of the high cost of litigation, not only in dollars, but also in time and energy, the parties intend to and do hereby establish the following out-of-court alternate dispute resolution procedure to be followed in the event any controversy or dispute should arise out of, or relating to this lease or relating to any change orders or other changes or addendums to this contract. If a dispute develops between the parties to this lease, the parties will submit to non-binding mediation to address any controversy or claim arising out of, or relating to this lease or addendums to this lease. The parties shall utilize a mutually agreed-upon Circuit Court Mediator certified by the State of Florida. Should either party fail to submit to mediation as required hereunder, the other party may request a court of law to order mediation under section 44.102, Florida Statutes. Both parties shall share the cost of the dispute resolution process

equally although personal attorneys and witnesses or specialists are the direct responsibility of each party and their fees and expenses shall be the responsibility of the individual parties.

- 25) **CUMULATIVE REMEDIES.** All of the rights, powers, and privileges conferred by this lease upon the parties shall be cumulative and in addition to those otherwise provided by law, and shall not be deemed to preclude those rights and remedies provided by law.
- 24) **ENTIRE AGREEMENT:** The Lease constitutes the entire agreement between the parties. No subsequent alteration, amendment, or addition shall be binding upon Landlord or Tenant unless reduced to writing and signed by them and by direct reference made a part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in quadruplicate on the day and year first above written. Signed, sealed, and delivered in our presence:

Landlord: Faye Cole Johnson, Trustee
Faye Cole Johnson, Trustee

Witness: Green & Gathie
Am C. Bursley

Tenant: ALACHUA COUNTY, FLORIDA

By: [Signature]
County Manager

WITNESS:

Rhonda Baxter

APPROVED AS TO FORM

[Signature]
Alachua County Attorney

RECEIPT

Receipt is hereby acknowledge of the following payment in accordance with the terms above:

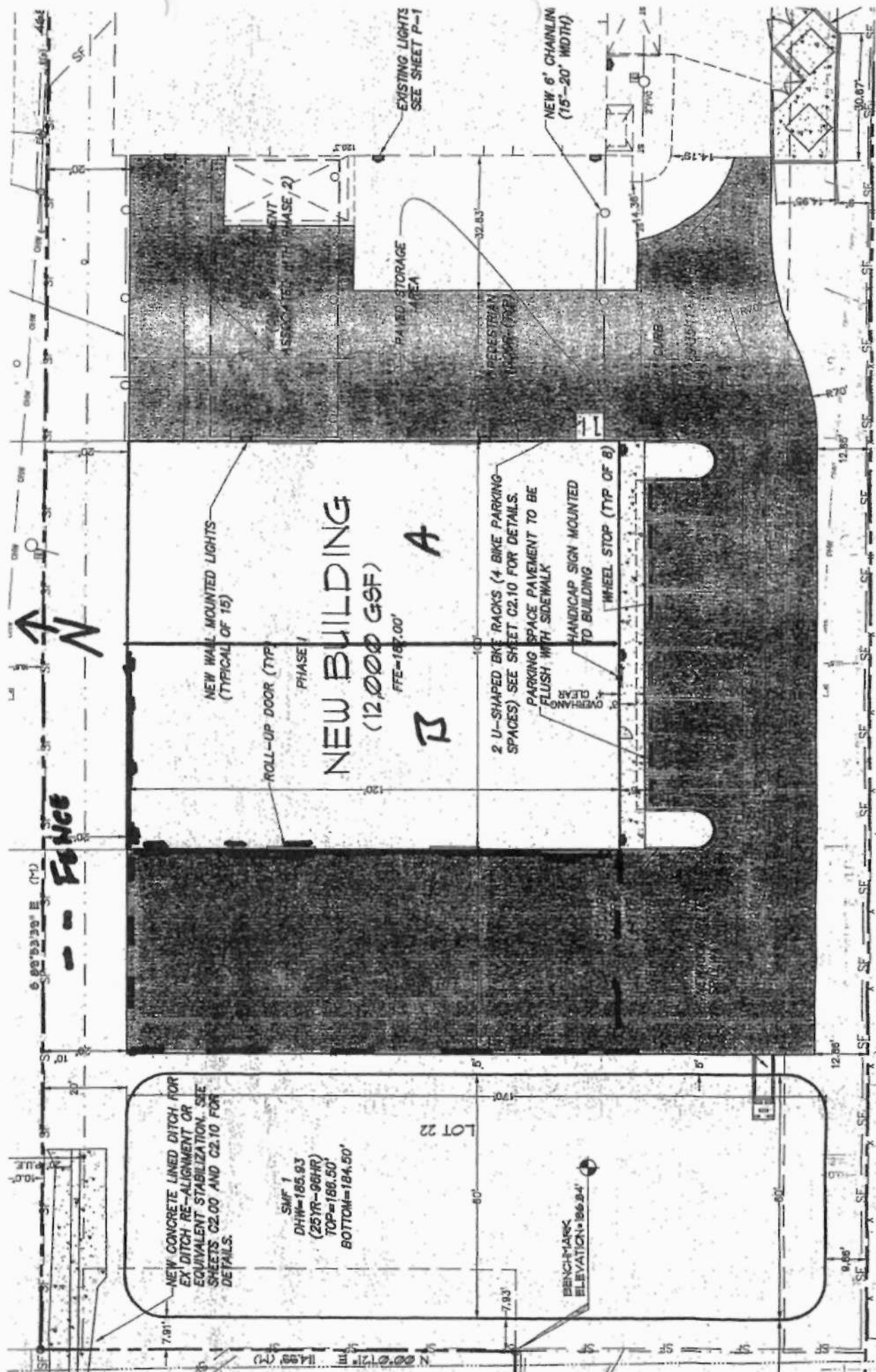
Security Deposit

By: _____

First Month Rent

By: _____

EXHIBIT 1: MAP



ADDENDUM A

Tenant may erect a fence as per shown on the attached site plan at the Tenant's sole expense.

Tenant will provide a HVAC unit if needed for the office space at the Tenant's sole expense.

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION: Request approval of Lease Agreement between Alachua County and Faye Cole Johnson, Trustee, Faye Cole Johnson Revocable Living Trust for Lease Space located at 6520 NW 18th Drive, Gainesville, Florida

| | | |
|---|--|--|
| DEPARTMENT: Facilities Management | RETURN TO Charlie R. Jackson | CONTACT: Charlie R. Jackson PHONE: 352.374.5229 |
| DOCUMENT(S) REQUIRING ACTION: | Lease Agreement between Alachua County and Faye Cole Johnson, Trustee, Faye Cole Johnson Revocable Living Trust for Lease Space located at 6520 NW 18 th Drive, Gainesville, Florida for the period of October 1, 2017 through September 30, 2018 | AMOUNT: 34,081.20 annually |

EXECUTIVE SUMMARY: Request approval of the Lease Agreement between Alachua County and Faye Cole Johnson, Trustee, Faye Cole Johnson Revocable Living Trust for Lease Space located at 6520 NW 18th Drive, Gainesville, Florida for the Alachua County Health Department. This Lease Agreement is for the period of October 1, 2017 through September 30, 2018 with the option to renew for an additional one (1) year period.

BACKGROUND: Back in the Mid 2000's, Alachua County acquired much needed lease space to store highly sensitive and disaster related material.

An Interlocal Agreement was established to allow the Alachua County Health Department to reimburse the Alachua County Board of County Commissioners for the cost of the lease and utilities.

The Alachua County Health Department will reimburse the County for the cost of the lease and the associated utilities.

Request approval of the Lease Agreement between Alachua County and Faye Cole Johnson, Trustee, Faye Cole Johnson Revocable Living Trust for Lease Space located at 6520 NW 18th Drive, Gainesville, Florida for the Alachua County Health Department. The Sixth Amendment expired on September 30, 2017. This Lease Agreement is for the period of October 1, 2017 through September 30, 2018 with the option to renew for an additional one (1) year period.

ACTION

Recommendation: Approve and execute the Lease Agreement between Alachua County Board of County Commissioners and Faye Cole Johnson Revocable Living Trust for the period of October 1, 2017 through September 30, 2018

BUDGETARY IMPACT

Recommendation: Approve and execute the Lease Agreement between Alachua County Board of County Commissioners and Faye Cole Johnson Revocable Living Trust for the period of October 1, 2017 through September 30, 2018

No budgetary affects – reimbursed by Health Department

Funding Sources: Facilities Management/Rental/Leases - reimbursed by Health Department

Associated Costs: \$34,081.20 annually; no utility charges to the County for this warehouse

Account Code: 001.19.1914.525.44.00

Attachments: Lease Agreement between Alachua County Board of County Commissioners and Faye Cole Johnson Revocable Living Trust; Insurance, 6th Amendment & Previous Lease

SUGGESTED REFERENCE MATERIAL: N/A

| | | | | | |
|---------------------|------------------------------|-----------|-----|-------|------------------------|
| DEPARTMENT DIRECTOR | ASSIST. COUNTY MANAGER | CONTRACTS | OMB | LEGAL | COUNTY MANAGER DATE |
|---------------------|------------------------------|-----------|-----|-------|------------------------|



Agenda

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

FY18 Manager's Signature for Contracts & Agreements

Agenda Item #5.

Agenda Item Name:

Request approval of Lease Agreement between Alachua County and **Faye Cole Johnson**, Trustee, Faye Cole Johnson Revocable Living Trust for Lease Space located at 6520 NW 18th Drive, Gainesville, Florida.

Presenter:

Charlie Jackson, Facilities Director, 374.5289

Item Description:

Lease Agreement between Alachua County and Faye Cole Johnson, Trustee, Faye Cole Johnson Revocable Living Trust for Lease Space located at 6520 NW 18th Drive, Gainesville, Florida for the period of October 1, 2017 through September 30, 2018

Recommended Action:

Approve and execute the Lease Agreement between Alachua County Board of County Commissioners and Faye Cole Johnson Revocable Living Trust for the period of October 1, 2017 through September 30, 2018

Prior Board Motions

N/A

Fiscal Consideration:

Approve and execute the Lease Agreement between Alachua County Board of County Commissioners and Faye Cole Johnson Revocable Living Trust for the period of October 1, 2017 through September 30, 2018
No budgetary affects – reimbursed by Health Department

Background:

Back in the Mid 2000's, Alachua County acquired much needed lease space to store highly sensitive and disaster related material.

An Interlocal Agreement was established to allow the Alachua County Health Department to reimburse the Alachua County Board of County Commissioners for the cost of the lease and utilities.
The Alachua County Health Department will reimburse the County for the cost of the lease and the associated utilities.

Request approval of the Lease Agreement between Alachua County and Faye Cole Johnson, Trustee, Faye