

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Third Amendment to Seminole County Health Department – WIC Lease

**DEPARTMENT:** Administrative Services **DIVISION:** Support Services

**AUTHORIZED BY:** Jamie Croteau **CONTACT:** Angi Thompson **EXT.** 5250

<b>Agenda Date</b> <u>1/27/04</u> <b>Regular</b> <input type="checkbox"/> <b>Consent</b> <input checked="" type="checkbox"/> <b>Work Session</b> <input type="checkbox"/> <b>Briefing</b> <input type="checkbox"/>
<b>Public Hearing – 1:30</b> <input type="checkbox"/> <b>Public Hearing – 7:00</b> <input type="checkbox"/>

**MOTION/RECOMMENDATION:** Approve and authorize Chairman to execute Third Amendment to Seminole County Health Department – WIC Lease.

**BACKGROUND:**

This lease is for the Health Department located at 132 Sausalito Boulevard, Casselberry, FL 32707. The original lease term for this location was from January 1, 1999 through December 31, 2003. The lease was further amended on July 10, 2003 to extend the term until December 31, 2005 and again on October 21, 2003 to give the County responsibility for janitorial services.

The Third Amendment corrects a clerical error in Section 1 of the Second Amendment. The terms and conditions of the lease agreement and amendments remain the same.

District 2, Commissioner Morris

Reviewed by:
Co Atty: <u>[Signature]</u>
DFS: _____
Other: _____
DCM: <u>[Signature]</u>
CM: <u>[Signature]</u>
File No. <u>CASSS01</u>

**THIRD AMENDMENT TO SEMINOLE COUNTY HEALTH DEPARTMENT-WIC LEASE**

**THIS THIRD AMENDMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and is to that certain Lease made and entered into on the 23<sup>rd</sup> day of October, 1998 between **THE GREATER CONSTRUCTION CORP.**, whose address is 1105 Kensington Park Drive, Altamonte Springs, Florida 32714, hereinafter referred to as "LANDLORD," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "TENANT".

**W I T N E S S E T H:**

**WHEREAS**, the LANDLORD and TENANT entered into the above-referenced Lease on October 23, 1998, as amended on July 10, 2003 and on October 21, 2003, for lease of space located at 132 Sausalito Boulevard, Casselberry Florida; and

**WHEREAS**, the parties desire to amend the above-referenced Lease as it relates to janitorial services for the leased premises; and

**NOW, THEREFORE**, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Lease as follows:

1. Section 4 of the Lease is amended to read:

**4. UTILITIES, JANITORIAL SERVICE, REPAIR AND MAINTENANCE.** The LANDLORD shall, at its expense, during the term of this Lease, furnish the TENANT at the leased areas the following:

(a) All utilities, including electricity, water and sewer used in the Leased Premises. The LANDLORD shall be liable for electricity costs up to a maximum of FOUR THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$4,200.00) per year, with the TENANT to pay all costs for electricity exceeding FOUR THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$4,200.00) per year.

(b) Repairs and maintenance to the exterior of the building including outside walls, roof, windows, and foundations, and the maintenance and repair of the interior including lights, plumbing, HVAC maintenance, electrical wiring, outlets, wall and floor surface (except for janitorial service), windows (except for janitorial service), roofs, and doors unless such repair can be demonstrated as being necessary due to TENANT negligence.

(c) Pest control.

(d) Community dumpsters at an outside location.

2. Except as herein modified, all terms and conditions of the Lease shall remain in full force and effect for the term of the Lease, as originally set forth in said Lease.

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

Shanda K. Wierchick  
Witness  
Roxane N. Shotton  
Witness

THE GREATER CONSTRUCTION CORP.  
By: [Signature]  
ROBERT A. MANDELL  
Chief Executive Officer  
Date: 12/19/03

ATTEST:  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA  
By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman  
Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.  
Approved as to form and  
legal sufficiency.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

[Signature]  
County Attorney  
AC/lpk  
10/30/03 11/4/03  
3am-health dept lease