



STATE OF FLORIDA Agreement for Modification

Bureau of Leasing, Department of Management Services Form 4040

Lease Number: 800:0331

Modification Number: 1

WHEREAS, the Department of Juvenile Justice, as Lessee, has previously entered into Lease Number 800:0331, on June 21st, 2007 which became effective July 1st, 2007 and consists of 30,355 square feet; the current Lessor being ESCAMBIA COUNTY

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

1800 St. Mary Avenue Pensacola, Fl. as shown on the drawing attached as Exhibit A (Premises)

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 120 month(s), beginning July 1st, 2017 and ending June 30th, 2027.

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.



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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 (see attached Exhibit "B")

| TERM | | RATE PER SQUARE FOOT | MONTHLY RATE | ANNUAL RATE |
|-----------------------|---------------------|-------------------------|--------------|-------------|
| Start (MM/DD/YYYY) | End (MM/DD/YYYY) | | | |
| - | - | | \$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 |
| - | - | | \$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 _____.



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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.

ESCAMBIA COUNTY, FLORIDA by and
through its duly authorized BOARD OF
COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

D. B. Underhill, Chairman

Deputy Clerk

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

This document approved as to form
and legal sufficiency.

By [Signature]
Title Asst. County Attorney
Date Jan 24, 2017

Page: 3 of 3
Form: 4040
Rev. Date: 7/15

EXHIBIT "A"

LEGAL DESCRIPTION

Legal description of the parcel of property being the site of the Juvenile Justice Center:

Six (6) acres of land in the Southeast center of the North half of Lot 2, Section 17, Township 2 South, Range 30 West, according to U. S. Official Survey, the said 6 acres being bounded as follows: Beginning at the Southeast corner of said N ½ of Lot 2, thence West 501.00 feet 4 inches to a stake, thence North 501 feet 4 inches to a stake, thence South along East line of said Lot 2 a distance of 501 feet 4 inches to point of beginning. The said N ½ of Lot 2 is suppose to be Lot 15 according to Plan subdivision said section 17 now on file in the Office of the Escambia County Abstract Company, Pensacola, Florida and reputed to have been made by Geo. Brainerd and Geo. W. McIntyre, said property being in Escambia County, Florida.

The detention area of said building thereon being leased to the Department of Juvenile Justice.

Exhibit "B"
Department of Juvenile Justice
Lease No.:
Pensacola Detention Center
30,355 Sq. Ft./Net Rentable

| Term | Base Rent \$2.22 Sq. Ft. | Building Insurance @ 32.5% | Int and Ext. Maintenance, Pest Control, Janitorial Services @ \$6.00/Sq Ft | Renovations, Permits, Design, Debt Service, Fire Inspection Fees, Assessments, Taxes @\$1.50/per sq ft | 5% County Overhead | Total | Annual | Monthly | Annual Rate Per Square Foot |
|------------------------------|-----------------------------|----------------------------------|-------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|-----------------------|---------------|---------------|--------------|--------------------------------------|
| | | | | | | | | | |
| July 1, 2017 - June 30, 2018 | \$ 67,388.10 | \$ 14,060.21 | \$ 182,130.00 | \$ 45,532.50 | \$ 15,455.54 | \$ 324,566.35 | \$ 324,566.35 | \$ 27,047.20 | \$ 10.69 |
| July 1, 2018 - June 30, 2019 | \$ 69,409.74 | \$ 14,763.22 | \$ 187,593.90 | \$ 45,532.50 | \$ 15,864.97 | \$ 333,164.33 | \$ 333,164.33 | \$ 27,763.69 | \$ 10.98 |
| July 1, 2019 - June 30, 2020 | \$ 71,492.04 | \$ 15,501.38 | \$ 193,221.72 | \$ 45,532.50 | \$ 16,287.38 | \$ 342,035.02 | \$ 342,035.02 | \$ 28,502.92 | \$ 11.27 |
| July 1, 2020 - June 30, 2021 | \$ 73,636.80 | \$ 16,276.45 | \$ 199,018.37 | \$ 45,532.50 | \$ 16,723.21 | \$ 351,187.32 | \$ 351,187.32 | \$ 29,265.61 | \$ 11.57 |
| July 1, 2021 - June 30, 2022 | \$ 75,845.90 | \$ 17,090.27 | \$ 204,988.92 | \$ 45,532.50 | \$ 17,172.88 | \$ 360,630.47 | \$ 360,630.47 | \$ 30,052.54 | \$ 11.88 |
| July 1, 2022 - June 30, 2023 | \$ 78,121.28 | \$ 17,944.79 | \$ 211,138.59 | \$ 45,532.50 | \$ 17,636.86 | \$ 370,374.01 | \$ 370,374.01 | \$ 30,864.50 | \$ 12.20 |
| July 1, 2023 - June 30, 2024 | \$ 80,464.92 | \$ 18,842.03 | \$ 217,472.74 | \$ 45,532.50 | \$ 18,115.61 | \$ 380,427.80 | \$ 380,427.80 | \$ 31,702.32 | \$ 12.53 |
| July 1, 2024 - June 30, 2025 | \$ 82,878.86 | \$ 19,784.13 | \$ 223,996.93 | \$ 45,532.50 | \$ 18,609.62 | \$ 390,802.04 | \$ 390,802.04 | \$ 32,566.84 | \$ 12.87 |
| July 1, 2025 - June 30, 2026 | \$ 85,365.23 | \$ 20,773.33 | \$ 230,716.83 | \$ 45,532.50 | \$ 19,119.39 | \$ 401,507.29 | \$ 401,507.29 | \$ 33,458.94 | \$ 13.23 |
| July 1, 2026 - June 30, 2027 | \$ 87,926.19 | \$ 21,812.00 | \$ 237,638.34 | \$ 45,532.50 | \$ 19,645.45 | \$ 412,554.48 | \$ 412,554.48 | \$ 34,379.54 | \$ 13.59 |

Yearly a 3% Increase on Base Rent, Int and Ext Maintenance, Pest Control, & Janitorial Services. 5% Increase for Insurance

Utilities will be billed separately at \$4.11 with an increase of 3% per year and will be recalculated each year in January preceding the beginning of the new lease year.

| Utilities | |
|------------------------------|---------------|
| July 1, 2017 - June 30, 2018 | \$ 124,759.05 |
| July 1, 2018 - June 30, 2019 | \$ 128,501.82 |
| July 1, 2019 - June 30, 2020 | \$ 132,356.88 |
| July 1, 2020 - June 30, 2021 | \$ 136,327.58 |
| July 1, 2021 - June 30, 2022 | \$ 140,417.41 |
| July 1, 2022 - June 30, 2023 | \$ 144,629.93 |
| July 1, 2023 - June 30, 2024 | \$ 148,968.83 |
| July 1, 2024 - June 30, 2025 | \$ 153,437.90 |
| July 1, 2025 - June 30, 2026 | \$ 158,041.03 |
| July 1, 2026 - June 30, 2027 | \$ 162,782.26 |



STATE OF FLORIDA
Disclosure Statement
Department of Management Services Form 4114

Lease Number: 8 0 0 : 0 3 3 1

Purpose

This form is used to collect the information required pursuant to subsections 255.249(4)(h), 255.249(4)(i) and 255.01, Florida Statutes.

1. Ownership – Indicate the type of ownership of the facility in which this lease exists.

- a. ☒ Publicly Owned Facility
- b. ☐ Privately Owned Facility ☐ Individually held ☐ Entity held (e.g., corporate, LLC, partnership, etc.)
- c. Name of titleholder: Escambia County, Florida
Titleholder FEIN or SSN: F59-6000598003
Name of facility: Escambia Regional Detention Center
Facility street address: 1800 St. Mary Avenue
Facility city, state, zip code: Pensacola, FL 32501

2. Disclosure Requirements

- a. Does a corporation registered with the Securities and Exchange Commission and/or registered pursuant to chapter 517, Florida Statutes, own the facility listed above? Yes ☐ No ☒
If "Yes," please proceed to section 4.
- b. Does any party have a 4% or greater ownership interest in the facility or the entity holding title to the facility? Yes ☐ No ☒
If "Yes," please proceed to 2.c.
- c. Does any public official, agent, or employee hold any ownership interest in the facility or the entity holding title to the facility? Yes ☐ No ☒
If "Yes," please proceed to 2.d.
- d. Is the facility listed above financed with any type of local government obligations? Yes ☐ No ☒
If "Yes," please stop and immediately contact your state leasing representative.

3. Ownership Disclosure List - (additional pages may be attached)

| a. Name | Government Agency (if applicable) | Extent of Interest (Percent) |
|---------|-----------------------------------|------------------------------|
| | | 0.00% |
| | | 0.00% |
| | | 0.00% |
| | | 0.00% |
| | | 0.00% |
| | | 0.00% |
| | | 0.00% |

- b. The equity of all others holding interest in the above named facility totals: _____

4. Signatures

By signing this form, the undersigned acknowledges that the information provided is true and complete, to the best of their knowledge.

a. Publicly Owned Facilities

ESCAMBIA COUNTY, FLORIDA by and
through its duly authorized BOARD OF
COUNTY COMMISSIONERS

D. B. Underhill, Chairman

This is to certify that I, D. B. Underhill, as Chairman, am authorized to sign for the required information thereon.

Date Signed: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

BCC Approved: _____

This document approved as to form
and legal sufficiency.

By [Signature]
Title Asst. County Attorney
Date Jan. 24, 2017