

AMENDMENT NO. 8 TO LEASE AGREEMENT

THIS AGREEMENT is made and entered into this 27th day of October, 2020, by and between the following Parties: the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County" and the BREVARD CULTURAL ALLIANCE, INC., a Florida nonprofit corporation with IRS 501c3 status, hereafter referred to as "BCA".

RECITALS

WHEREAS, by Resolution No. 2010-229, the County authorized leasing office space to the BCA; and

WHEREAS, on October 26, 2010, the Parties entered into a Lease Agreement, hereinafter referred to as the "Agreement" for property located at 2725 Judge Fran Jamieson Way, Building C – Room 307, Viera, Florida for one dollar (\$1) per year. The Term of the Agreement was for a one-year period from October 1, 2010 to September 30, 2011, amended on October 4, 2011 to extend the Agreement to September 30, 2012, amended on October 9, 2012 to extend the Agreement to September 30, 2013, amended on October 8, 2013 to extend the Agreement to September 30, 2014, amended on October 21, 2014 to extend the Agreement to September 30, 2017, and amended on October 24, 2017 to extend the Agreement to September 30, 2020 and amended for the BCA office relocation to Merritt Island Service Complex, 2575 North Courtenay Parkway, Merritt Island, Florida on September 17, 2019, and amended on September 15, 2020 to extend the Agreement to December 31, 2020; and,

WHEREAS, the Parties desire to extend the Brevard Cultural Alliance (BCA) office lease for a term of December 31, 2020 through September 30, 2023.

NOW, THEREFORE, in consideration of the mutual promises herein, the Parties agree as follows:

1. The Recitals are true and correct and incorporated by this reference.
2. BCA shall have a lease on space in Merritt Island Service Complex, 2575 North Courtenay Parkway, Merritt Island, Florida for a term of December 31, 2020 through September 30, 2023. All the terms and conditions of the Lease and its amendments, which are incorporated herein by reference, not inconsistent with the provisions of this Agreement, shall remain in full force and effect.
3. In return for the lease, the BCA agrees to continue providing the following services:

a. Oversight and management for the Art in Public Places Advisory Committee activities and the Art Installations Programs at the County Government Center and the Harry T. & Harriette V. Moore Justice Center; and

b. Technical, promotional information and advisory services to residents, visitors, businesses, artists, arts and cultural organizations, and government agencies on the arts and cultural resources and programs in Brevard County; and

c. Serve as a clearinghouse for arts and cultural resources and programs to improve the quality of life issues and reasonably result in encouraging participation of residents, visitors and industry in the cultural arts.

4. Each Party represents that the person signing on its behalf has been fully authorized by all required action to sign on behalf of and to bind that Party to the obligations stated herein.

5. In the event the property is not used or ceases to be used for its stated purpose, the lease term shall immediately cease, and the County shall have the right to re-enter and repossess the property.

IN WITNESS WHEREOF, the Parties have set their hands and seals on the date first above written.

ATTEST:

BREVARD COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

By: _____
Scott Ellis, Clerk

By: _____
Bryan Andrew Lober, Chair

As authorized by the Board on ____

BREVARD CULTURAL ALLIANCE, INC.

Witness: _____

By: _____

Printed Name: _____

Title: _____

Witness: _____

Date: _____

Reviewed for legal form and content:

C. Schwerak 10/06/2020
Assistant County Attorney