

## LEASE AGREEMENT

THIS LEASE AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY," and the CREATIVE PINELLAS INCORPORATED, a Florida not-for-profit corporation hereinafter referred to as "TENANT," jointly referred to as the "Parties".

### WITNESSETH

#### 1. PREMISES

In consideration of the rent hereinafter agreed to be paid by TENANT to COUNTY, and in consideration of the covenants of the respective Parties hereto, each to the other to be performed by them at the time and in the manner hereinafter provided, COUNTY does hereby lease and let unto the TENANT, and TENANT does hereby lease from COUNTY, a portion of the real property known as the Administration Building, located at 12211 Walsingham Road, Largo, Florida 33778, as further depicted in Exhibit A, attached hereto and incorporated herein. The building is approximately 5,500 rentable square feet. TENANT hereby accepts Premises in "as is" condition on the date of this Lease.

#### 2. TERM and RENT

This Lease shall be for a term of 1 year commencing when all parties have signed the Agreement. This Lease may be renewed for successive additional terms of 1 year each by mutual written agreement. Either Party may terminate this agreement at any time with 90 days written notice to the other Party. TENANT is hereby on notice that the COUNTY is actively seeking a longer-term tenant to occupy the space through a competitive proposal process. If such process is successful and TENANT is not the successful proposer, this lease (and all possible subleases) will be terminated pursuant to the notice requirements herein. The rent shall be \$1.00 per year for the term of the Lease, the sufficiency and receipt of which are hereby acknowledged.

#### 3. USE

This Lease is made on the express condition that the Premises shall be used and occupied as office space in support of and used to further promote the arts in Pinellas County. TENANT agrees to cause the leased Premises to be operated for such use during the entire term of this Lease and to conduct its business at all times in a lawful manner.

4. PERMITS/LICENSES

TENANT must secure and maintain any and all permits and licenses to provide services pursuant to this Agreement. TENANT shall comply with all laws, regulations and ordinances concerning its operations.

5. POSSESSION

TENANT shall be granted continued possession of Premises immediately upon the commencement date of this Lease and shall be entitled to full use of said Premises.

6. SUBLETTING and PROGRAM FEE

TENANT shall have the ability to sublet the premises upon written consent of the COUNTY, which shall not be unreasonably withheld, on condition that said sublets are to other nonprofit entities (community partners) that share the same goals and mission of the TENANT and is only used pursuant to the terms herein. TENANT shall charge rent to community partners for use of a defined space(s). Rent shall be \$5.25/square foot and be based on the square footage occupied by the partner to include a portion of the building common areas. A separate agreement shall be executed between the TENANT and the community partner, which must comply with all terms herein. TENANT shall be solely responsible for the actions of all community partners, including noncompliance with this Agreement. TENANT shall remunerate collected rent on a monthly basis to COUNTY, payable to the Board of County Commissioners, at the address listed in paragraph 22. Community partners shall be responsible for acquiring telephone and internet connectivity.

7. ALTERATIONS

TENANT shall make no structural change or alteration to the Leased Premises or any part thereof without written consent of the COUNTY, and TENANT shall be responsible for any damages to the Premises caused by the TENANT, ordinary wear and tear excepted. TENANT shall pay for all charges for permitting, labor, services and materials used in connection with any improvements to the Leased Premises undertaken by TENANT. Modifications or improvements made during this Lease Term shall become property of COUNTY upon expiration or termination of this Lease, unless TENANT desires to remove said modifications or improvements which can be removed without damage or injury to the Premises. COUNTY has the right to approve the weight, size, and location of safes and other heavy equipment and articles in the Premises. All

such items and all furniture shall be moved into and out of the Premises at the times and in the manner directed by COUNTY. Movement of TENANT'S property into or out of the Premises and within the Premises, are entirely at the risk and responsibility of TENANT.

8. MAINTENANCE AND UTILITIES

COUNTY shall maintain the roof, structural load-bearing walls and slab on said Premises. COUNTY shall be responsible for the upkeep, maintenance, repair, replacement and management of the Premises building infrastructure, including the following:

electrical power distribution, lighting fixtures and wiring, HVAC systems, underground plumbing pipes, roofing, fire alarms and protection, parking lot repair, site drainage, and exterior painting.

COUNTY will ensure that all life safety code requirements are met and maintained including emergency lighting, illuminated exit signs at proper locations, smoke detectors, panic hardware, installation and maintenance of fire extinguisher(s), installation and maintenance of overhead sprinkler, if applicable, and installation and maintenance of fire alarm.

COUNTY will be responsible for paying all charges for water, sewer, electric, and trash removal supplied to the Premises, as determined by meter or otherwise. COUNTY shall not be liable in any manner for damages to TENANT, or for any other claim by TENANT, resulting from any interruption in utility services, unless the interruption is caused by the COUNTY.

COUNTY will be responsible for paying all charges for janitorial services, security and alarm systems and service, office equipment and furnishings, carpet and floor cleaning and repair, repair and maintenance of aesthetic finishes, interior pest control, appliance and fixture maintenance, and any other necessary utility or service requirements.

COUNTY, through Pinellas County Business Technology Services (BTS), will provide 6 phones with voicemail for the use of Creative Pinellas. COUNTY provided phone numbers are property of the COUNTY and will not be ported out of the COUNTY's possession if customer leaves COUNTY-provided phone service. BTS will not be responsible for managing or maintaining any personal computers or infrastructure outside of the telephones and connectivity of the phones to the COUNTY infrastructure. COUNTY reserves the right to audit and monitor network activity against malicious use.

COUNTY will fund Internet service comparable to basic internet services. The service shall be for outbound internet connectivity and no inbound internet hosting. It will be obtained

from a local internet provider for the use of Creative Pinellas. Support for the internet service shall be provided by the local internet provider. Any network wiring or infrastructure adds or changes to the building should be requested through COUNTY.

TENANT shall immediately give COUNTY written notice of any defects or need for infrastructure repairs, after which COUNTY shall have a reasonable opportunity to repair or cure defect. COUNTY shall not be required to repair any of the foregoing items if the need for such repair is due to the act or omission of TENANT or its employees, invitees, customers, clients or guests.

9. TAXES AND SPECIAL ASSESSMENTS

In the event that any ad valorem, rental, sales or similar taxes or special assessments are levied upon the leased Premises due to the existence of this Lease, then TENANT shall pay all such taxes and special assessments so imposed.

10. SIGNS

TENANT may not install signage of any kind in or around the Premises without prior written notice by the County. Upon termination of Lease, TENANT will remove signage at TENANT'S expense and repair any damages to building caused by signage, if any.

11. INSURANCE

TENANT shall procure, pay for, and maintain during the term of this License insurance as depicted in Exhibit B attached hereto.

12. INDEMNIFICATION

TENANT covenants and agrees that it will indemnify and hold harmless COUNTY and all of COUNTY'S officers, employees, contractors and subcontractors from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by TENANT, its officers, employees, agents, contractors, or subcontractors, including Worker's Compensation coverage pursuant to Florida law, during the performance of this Lease, and any extensions thereof, whether direct or indirect, and whether to any person or property to which COUNTY or said Parties may be subject including COUNTY'S costs and attorneys fees incurred in defending such claims, except that neither TENANT nor any of its officers, agents, employees, contractors or subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of COUNTY or any of its officers or employees. Nothing herein shall be construed as a waiver of COUNTY'S

sovereign immunity pursuant to §768.28, Florida Statutes. This indemnification shall survive the termination of this Lease.

13. LIABILITY OF TENANT

All property of any kind that may be on the Premises during the continuance of the Lease shall be at the sole risk of TENANT. COUNTY shall be liable for damage to Property of COUNTY caused by failure of COUNTY to adequately perform any of the duties specified herein.

14. ACCESS TO PREMISES

COUNTY shall have the right to enter and inspect the Leased Premises and the operation being conducted thereon at any reasonable time after 24-hour notice to TENANT and in the presence of the TENANT for the purpose of inspecting or conducting tests upon the same, or for making repairs to the Premises or to any property owned or controlled by COUNTY therein. Such repairs shall not unduly interfere with TENANT'S business except as is naturally necessitated by the nature of the repairs being effected. In the event of emergency, no such prior notice shall be required, but COUNTY shall endeavor to notify TENANT promptly thereafter.

15. DEFAULT AND REMEDIES

If TENANT fails to keep and perform any of the terms, covenants, conditions or provisions in this Lease contained to be kept and performed by TENANT, then within fifteen (15) days of COUNTY becoming aware of the occurrence of the default, COUNTY shall notify TENANT of the default and its demand to cure said default. Upon receipt of notice, TENANT shall have fifteen (15) days from the date of receipt to cure said default or to commence or take such steps as are necessary to cure such default, which once commenced the TENANT agrees and shall pursue continuously until the default is finally cured. Upon TENANT'S failure to either cure said default or to take steps that are necessary to cure said default, it may be lawful for the COUNTY to declare said demised term ended and to re-enter upon Premises and to retake possession of the said Premises by process of law, or COUNTY shall have such other remedy as the law and this instrument afford.

In the event TENANT defaults as set out above or elsewhere in this Lease, all payments of rent, additional rent, or of any other monies due from TENANT during the term of this Lease or any extension thereof, shall, at the option of COUNTY, become immediately due and payable in full. COUNTY may re-enter the Premises by process of law, and COUNTY may repair or alter the Premises in such manner as COUNTY may deem necessary or advisable to re-let the Premises.

Should COUNTY need to pursue any of its remedies, COUNTY shall be entitled to recover damages, including costs and attorneys fees. Failure to elect any of the available remedies upon the occurrence of any default shall not operate as a waiver of any future election of remedies.

16. COVENANT AGAINST LIENS

TENANT shall have no power or authority to create any lien or permit any lien to attach to the present estate, reversion or other estate of COUNTY in the Premises herein demised or on the building or other improvements thereon. TENANT is hereby charged with the responsibility of notifying all materialmen, contractors, artisans, mechanics and laborers and other persons contracting with TENANT with respect to the Premises or any part thereof, that such persons must look to TENANT to secure payment of any bill for work done or material furnished to the TENANT or for any other purpose during the term of this Lease.

17. WAIVER

One or more waivers of any covenant or condition by either Party shall not be construed as a waiver of a subsequent breach of the same covenant or conditions by the other Party, and the consent or approval by either Party to or of any act by the other Party requiring consent or approval shall not be construed a consent or approval to or of any subsequent similar act by the other Party.

18. DESTRUCTION OF PREMISES

If the demised Premises shall, without fault of TENANT, be destroyed by fire, storm, or other casualty or be so damaged thereby as to become wholly or partially untenable, COUNTY may, by written notice delivered to TENANT within thirty (30) days after such destruction or damage, elect to rebuild or repair. In such event, this Lease shall remain in force, and COUNTY shall rebuild or repair the Premises within a reasonable time after such election, putting the Premises in as good condition as they were at the time immediately prior to the destruction or damage. For that purpose, COUNTY may enter the Premises, and rent shall abate during the time the Premises are untenable. If COUNTY elects not to restore or rebuild, TENANT may terminate this Lease. If either party so elects, this Lease shall terminate effective the date of said destruction.

19. OBSERVANCE OF LAWS

TENANT agrees to observe, comply with and execute promptly at its expense during the term hereof, all laws, rules, requirements, orders, directives, codes, ordinances and regulations of any and all governmental authorities or agencies, of all municipal departments, bureaus, boards and officials, and of insurance carriers, due to its use or occupancy of the Premises. All additions,

alterations, installations, partitions, or changes shall be in full compliance with the aforementioned authorities.

20. RELATIONSHIP OF THE PARTIES

Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or joint venture between the Parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, shall be deemed to create any relationship between the Parties hereto other than the relationship of COUNTY and TENANT. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

21. QUIET ENJOYMENT

COUNTY covenants and agrees that upon TENANT paying said rent and performing all of the covenants and conditions aforesaid on TENANT'S part to be observed and performed, the TENANT shall and may peaceably and quietly have, hold and enjoy the Premises hereby demised for the term aforesaid.

22. NOTICES

All notices shall be forwarded to the COUNTY at the following address:

Pinellas County Real Estate Management  
Real Property Division  
509 East Avenue S., 2<sup>nd</sup> Floor  
Clearwater, FL 33756

All notices given to TENANT hereunder shall be forwarded to TENANT at the following address:

Creative Pinellas, Inc.  
12211 Walsingham Road  
Largo, FL 33778

23. FISCAL FUNDING

In the event funds are not appropriated by the COUNTY in any succeeding fiscal year for purposes described herein, then this Lease shall be deemed to terminate at the expiration of the last fiscal year for which funds were appropriated and expended.

24. HAZARDOUS SUBSTANCES

TENANT shall not cause or permit the presence, use, disposal, storage or release of any Hazardous Substances on or in the Premises. TENANT shall not do, nor allow anyone else to do,

anything affecting the Premises that is in violation of any Environmental Law. The preceding two (2) sentences shall not apply to the presence, use or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal maintenance and office uses.

TENANT shall promptly give COUNTY written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Premises and any Hazardous Substance or Environmental Law of which TENANT has actual knowledge. If TENANT learns or is notified by any government or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Premises is necessary, TENANT will notify COUNTY and TENANT shall promptly take all necessary remedial actions in accordance with Environmental Law.

TENANT shall indemnify and hold COUNTY fully harmless for any liabilities and remedial actions of Hazardous Substances for which TENANT is responsible under this Section. TENANT'S indemnification obligations under this Section shall survive the expiration or termination of the term of this Lease.

As used in this Paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph, "Environmental Law" means Federal laws and laws of the jurisdiction where the Premises are located that relate to health, safety or environmental protection.

## 25. AIR QUALITY

The COUNTY shall maintain the building and building air-handling systems to provide a healthful indoor air environment. The COUNTY shall maintain the building and air handling systems sufficiently to prevent the amplification of biological agents (mold, mildew, fungi, bacteria) and dust above proximate outdoor levels. The TENANT shall be informed prior to any maintenance activities utilizing chemicals, including pesticide applications that may impact indoor air quality and reserve the right to require these activities to occur when building is unoccupied.



26. ASBESTOS

COUNTY warrants that there is no friable asbestos in the building at commencement of this Lease and that any friable asbestos discovered in the building during the term of this Lease shall be removed or encapsulated within a reasonable period of time.

27. SURRENDER AT END OF TERM

Upon the expiration of the term hereof or the sooner termination of this Lease, TENANT agrees to surrender and yield possession of the demised Premises to the COUNTY, peacefully and without notice, and in good order and condition, broom clean condition, but subject to such ordinary wear and reasonable use thereof, and subject to such damage or destruction or condition as TENANT is not required to restore or remedy under other terms and conditions of Lease.

28. SUCCESSORS AND ASSIGNS

The covenants, provisions, and agreements herein contained shall in every case be binding upon and inure to the benefit of the Parties hereto respectively and their respective heirs, executors, administrators, successors and assigns, as applicable, except that the right of the TENANT to assign TENANT'S interest under this Lease is and shall be subject to the written consent of COUNTY as hereinabove provided, which provision it is not intended to waive, qualify or alter in any manner whatsoever by this clause or any other clause herein referring to assigns.

29. RADON GAS

Radon is a natural 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 the County Public Health Department.

30. PUBLIC ENTITY CRIME ACT

The TENANT is directed to the Florida Public Entity Crime Act, Section 287.133, Florida Statutes, as amended from time to time, and the COUNTY'S requirement that the TENANT comply with it in all respects prior to and during the term of this Lease.

31. ENTIRE AGREEMENT

The Lease Agreement as hereinabove set forth, including all exhibits and riders, if any, incorporates all covenants, promises, agreements, conditions and understandings between the Parties. No covenant, promise, agreement, condition or understanding, either written or oral, not

specifically set forth herein shall be effective to alter the performance or the rights of the Parties as hereinbefore stated.

<SIGNATURE PAGE FOLLOWS>

IN WITNESS WHEREOF, the Parties have signed this Lease Agreement the day and year first above written.

WITNESSES:

Katie Marvin

Print Name: Katie S. Marvin

[Signature]

Print Name: Barbara St. Clair

WITNESSES:

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

TENANT:

CREATIVE PINELLAS INCORPORATED

By: Doreen L. Moore

Print Name: DOREEN L. MOORE

Title: PRESIDENT

OWNER:

PINELLAS COUNTY

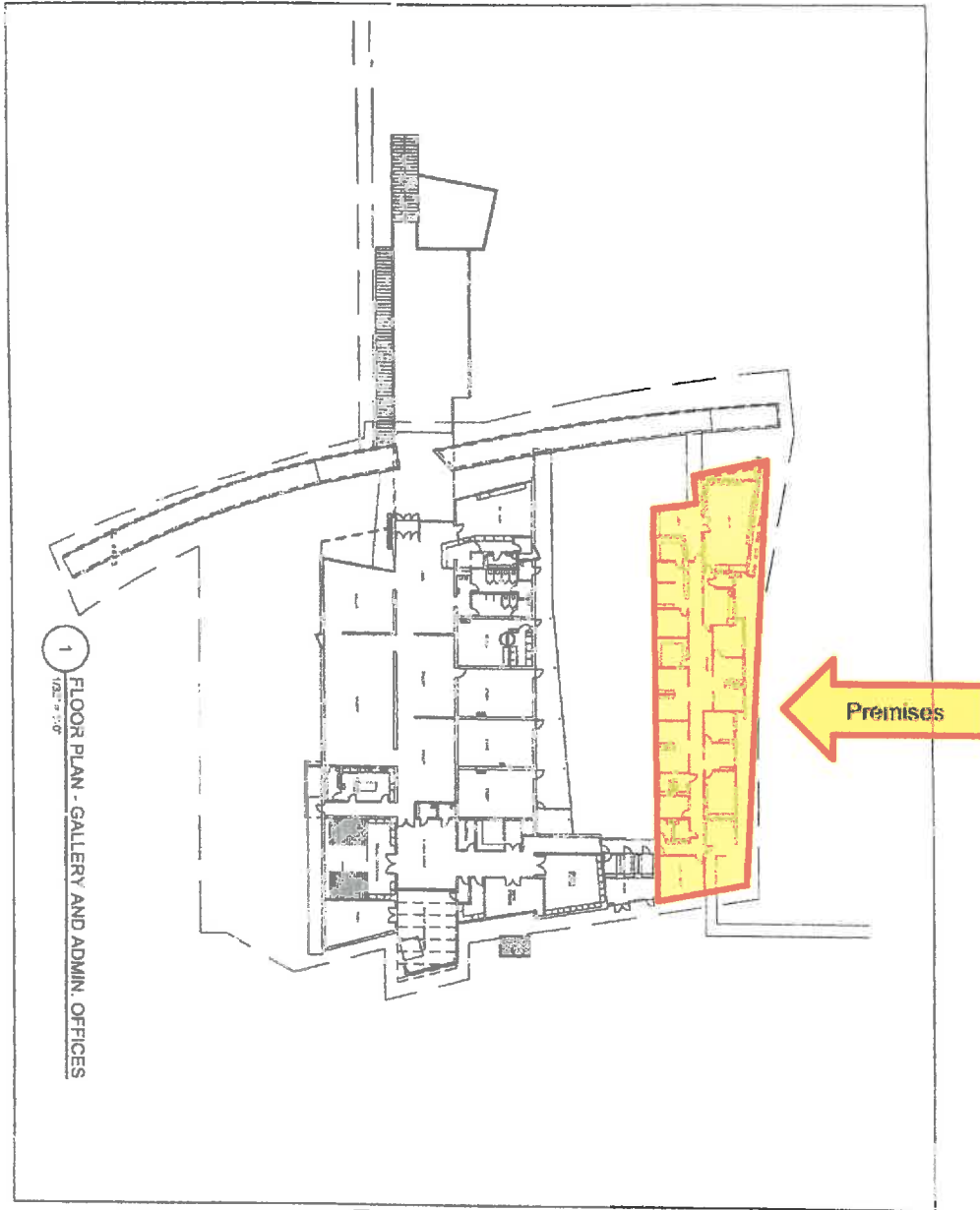
By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

<p>APPROVED AS TO FORM OFFICE OF THE COUNTY ATTORNEY</p> <p>By: <u>Chelsea Wards</u> Asst. County Attorney</p>
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# Exhibit A - Premises



Gulf Coast Museum

Pinellas County  
 Real Estate Mgmt.  
 Building Design &  
 Construction Division  
 300 Lakewood Road  
 Clearwater, FL 34617  
 P: 727.864.8777  
 F: 727.864.8778

Project: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

NO.	DESCRIPTION	DATE

Drawn: \_\_\_\_\_  
 Checked: \_\_\_\_\_  
 Date: \_\_\_\_\_

## Exhibit B Insurance Requirements

The following insurance requirements are included in this Lease:

The TENANT shall obtain and maintain at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. All insurance policies shall be from insurance companies licensed to do business in the State of Florida and have an AM Best rating of A-VIII or better. Within ten (10) calendar days of executed Agreement, the TENANT shall provide the County with properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of the agreement. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). A copy of the endorsement(s) referenced in paragraph three (3) for Additional Insured shall be attached to the certificate(s).

No occupancy shall commence at any site unless and until the required Certificate(s) of Insurance are received and approved by the COUNTY. Approval by the COUNTY of any Certificate of Insurance does not constitute verification by the COUNTY that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Agreement. COUNTY reserves the right to require a certified copy of the entire insurance policy, including endorsements, at any time during the Agreement period.

All policies providing liability coverage(s), other than Professional Liability and Worker's Compensation policies, obtained by the TENANT to meet the requirements of the Agreement shall be endorsed to include Pinellas County, a political subdivision of the State of Florida as an Additional Insured. Indicated coverage as additional insured by checking boxes on the certificate is not adequate. A copy of the actual endorsement or policy declaration page indicating such coverage must be submitted along with the certificate of insurance.

If any insurance provided pursuant to the Agreement expires prior to the expiration of the Agreement, renewal Certificates of Insurance and endorsements shall be furnished by the TENANT to the County at least thirty (30) days prior to the expiration date.

TENANT shall also notify COUNTY within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said TENANT from its insurer. Notice shall be given by certified mail to: Pinellas County Real Estate Management Department, 509 East Ave. S, Clearwater, Florida 33756; and nothing contained herein shall absolve TENANT of this requirement to provide notice.

Should the TENANT, at any time, not maintain the insurance coverages required herein, the COUNTY may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the COUNTY and charge the TENANT for such purchase. The COUNTY shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the COUNTY to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

The COUNTY reserves the right, but not the duty, to review and request a copy of the TENANT's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

Each insurance policy shall include the following terms and/or conditions in the policy:

- (1) The Named Insured on the Certificate of Insurance must match the entity's name that is signing the Agreement.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against COUNTY for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of TENANT.
- (3) The term "COUNTY", "County", or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of COUNTY and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by COUNTY or any such future coverage, or to COUNTY's Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) Any certificate of insurance evidencing coverage provided by a leasing company for either Workers Compensation or Commercial General Liability shall have a list of covered employees certified by the leasing company attached to the

Certificate of Insurance. The COUNTY shall have the right, but not the obligation to determine that the TENANT is only using employees named on such list to perform work for the COUNTY. Should employees not named be utilized by TENANT, the COUNTY, at its option may stop work without penalty to the COUNTY until proof of coverage or removal of the employee by the TENANT occurs, or alternatively find the TENANT to be in default and take such other protective measures as necessary.

- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from the TENANT.

The insurance requirements for this Agreement, which shall remain in effect throughout its duration, are as follows:

(A) Workers' Compensation Insurance

Limit	Florida Statutory
<u>Employers Liability Limits</u>	
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

- (B) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operation and Personal Injury.

Limits	
Each Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- (C) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired and non-owned vehicles. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Contractor can show that this coverage exists under the Commercial General Liability policy.

Limit	
Per Accident	\$ 1,000,000

- (D) Property Insurance Contractor will be responsible for all damage to its own property, equipment and/or materials.