

**LEALMAN EXCHANGE
MASTER LEASE AND MANAGEMENT AGREEMENT**

This Lealman Exchange Master Lease and Management Agreement (“Agreement”) is made and entered into this 11 day of March, 2022 ("Effective Date") by and between **Pinellas County**, a political subdivision of the State of Florida ("County"), and **St. Petersburg Foundation**, a Florida non-profit Foundation 501(c)(3) agency ("Foundation"), each a “Party” and collectively the “Parties”.

WHEREAS, County owns certain land, buildings, appurtenances, and improvements within the Lealman Exchange ("Complex") with a physical address of 5175 45th St N, St. Petersburg, FL 33714, described in Exhibit “A” attached hereto and incorporated herein by reference (“Premises”); and

WHEREAS, in Fiscal Year 2021, County conducted a strategic planning process for the Complex and later initiated a Letter of Interest procurement process to select an entity to implement the Lealman Exchange Strategic Plan, set forth in Exhibit “G” attached hereto and incorporated herein by reference; and

WHEREAS, Foundation was selected to manage the Complex and implement the Lealman Exchange Strategic Plan; and

WHEREAS, the Parties desire to establish the terms and conditions of the Agreement, and County desires to lease the Premises to Foundation, and Foundation desires to manage and lease the Premises from County, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **LEASED PREMISES.** County, for and in consideration of the covenants and conditions herein set forth, does hereby lease to Foundation, and Foundation does hereby lease from County, the Premises, subject to the terms, conditions and provisions of this Agreement. The Premises is located at 5175 45th St N, St. Petersburg, FL 33714 and includes the entire Complex on 5.85 acres, more or less of land identified as Parcel ID# 03-31-16-00000-220-0101, as more fully depicted in Exhibit “A” and includes three buildings, parking lots, accompanying structures, appurtenances, and improvements, itemized in Exhibit “B”. Exhibit “C” depicts County offices that will not be leased by the Foundation and are not subject to the terms and conditions of this Agreement. Exhibits “B” and “C” are attached hereto and incorporated herein by reference.
2. **TERM AND RENEWAL.** The term ("Term") of this Agreement shall commence on the later of the date Foundation takes possession of the Premises or April 1, 2022 and terminate on September 30, 2024. The commencement date shall be October 1st of each renewing term. Subject to County approval, Foundation may request three (3) additional successive terms of five (5) years each, ("Renewal Term(s)") under the same terms and conditions as set forth herein. Foundation may exercise the aforesaid options to renew by notifying the Deputy Director of Administrative Services as provided for in Article 29, NOTICE in writing not less than one hundred and eighty (180) days prior to the expiration date of the then current Term. The Agreement Term and the Renewal Term(s) shall hereinafter be referred to collectively as the “Term”.

3. SPECIFIC SERVICES. Foundation shall have the sole right and authority to manage, operate, direct, and supervise the Complex within the guidelines established by this Agreement, the Annual Business Plan, and pursuant to any rules, regulations and ordinances adopted from time to time by the County that affect County-owned facilities. To further this purpose, Foundation shall have the authority and the obligation to take the following actions at its sole cost and expense:
 - a. Collect all operating revenues and deposit such funds in the Exchange Account, as further defined in Article 5, REVENUE.
 - b. Pay all operating expenses from the Exchange Account.
 - c. Select, hire, promote, terminate where appropriate, supervise, direct, train and assign the duties of all employees that Foundation reasonably determines to be necessary or appropriate for the management, operation, maintenance, and promotion of the Complex.
 - d. Negotiate, execute, enter into, and administer any and all licenses, occupancy agreements, in accordance with the County's Real Estate Policy & Procedures, Exhibit "D" attached hereto and incorporated herein by reference.
 - e. Negotiate, execute, enter into, and administer any and all advertising agreements, supplier agreements and service contracts (including, without limitation, contracts for cleaning and trash removal, pest, and rodent control).
 - f. Water, sewer, electricity, gas, storm water, telecommunications, internet, cable, and all other utility services.
 - g. Remodeling or non-structural improvements, subject to advance written County approval, to include labor and materials; and
 - h. Daily janitorial services in accordance with County's Service Level A, Exhibit "E" attached hereto and incorporated herein by reference.
 - i. The Maintenance and Repairs obligations set forth in Article 10, MAINTENANCE AND REPAIRS.
4. MONIES PAID TO FOUNDATION. The County agrees to transfer payments for the Pinellas County Community Redevelopment Agency Contribution and the County allowances for Utilities Cost, Contracted Services Cost and County Laborer/Handyman Cost no later than the 10th day of each month during the term of this Agreement into the Exchange Account as per the Program and Occupancy Income Section of the proforma attached hereto as Exhibit "F" and incorporated herein by reference ("County's Cost Allocation"). The County's transfer of payments shall not exceed the amounts set forth in Exhibit "F".
5. REVENUE. Foundation will collect monthly all operating revenues, fees, tenant rents, and other revenues collected from any space leased or licensed at the Complex, programs sponsored at the Complex, fundraising, and income from philanthropic naming rights ("Operating Revenues") and deposit such funds in the Exchange Account and pay all operating expenses of the Premises from the Exchange Account. Foundation will provide the County with a current rent roll quarterly on the 1st day of March, June, September, and December.

The County's Fiscal Year is October 1st to September 30th. Foundation shall submit audited financial statements no later than November 30th of each year for the previous Fiscal Year.

Payment from Net Operating Income:

- a. Within ten (10) days of the date on which Foundation furnishes the County with the audited financial statements, Foundation shall be entitled to a payment from the Exchange

Account in an amount equal to twenty-five percent (25%) of the Net Operating Income generated during the previous Fiscal Year. If Net Operating Income becomes negative at any time, Foundation shall be solely responsible for bringing the account back to \$0 by either reducing expenses from its operating budget or by securing additional income from non-County sources by the end of the fiscal year.

- b. Within ten (10) days of the date on which Foundation furnishes the County with the audited financial statements, Foundation shall pay the County from the Exchange Account an amount equal to fifty percent (50%) of the Net Operating Income generated during the previous Fiscal Year. The County shall transfer its share of Net Operating Income to a fund designated to be used for Program Support, Capital Improvements and Capital Equipment purchases specific to the Complex.
- c. Within ten (10) days of the date on which Foundation furnishes the County with the audited financial statements, Foundation shall pay the County from the Exchange Account an amount equal to twenty-five percent (25%) of the Net Operating Income generated during the previous Fiscal Year to reduce the County's Cost Allocation. Foundation may retain Net Operating Income to apply to income requirements for the following year. Net Operating Income which exceeds the amount required for the following year shall be dispersed to the Foundation.
- d. If the amount of Net Operating Income directed toward Program Support, Capital Improvements and Capital Equipment purchases specific to the Complex ever exceeds Six Hundred Thousand Dollars (\$600,000) during the Term of this Agreement, the County shall have the option to direct the amount of any such excess to the County's Lealman CRA, provided, however, before undertaking such action, the County shall give Foundation advanced written notice.
- e. If Foundation's audited financials result in any adverse material findings, irregularities, or any fiscal impropriety, including the inability of Foundation to remain solvent, properly manage itself or the operation, Foundation shall have an opportunity to address any findings with the County and what Foundation has done or intends to do to correct or cure any irregularity.

Exchange Account:

- a. Upon receipt by Foundation, all Operating Revenues shall be promptly deposited into the Exchange Account. Foundation shall pay all Operating Expenses out of the funds in the Exchange Account. The County shall have access to the Exchange Account, *provided, however,* that the County shall only access the Exchange Account if Foundation is in default under this Agreement.
- b. The Exchange Account shall be a separate, segregated account. The banking institution used for the Exchange Account shall not be on the County's nonapproved list, a copy of which will be provided to Foundation upon request. Foundation shall not commingle funds on deposit in the Exchange Account with any other funds. Any interest earned on the funds on deposit in the Exchange Account shall become part of the Exchange Account.

Annual Business Plan:

- a. No later than July 15 of each year, to begin in July of 2022, Foundation shall annually submit to the County Administrator or designee an Annual Business Plan for the operation of the

Complex for the following Fiscal Year. For the first three years, the Annual Business Plan shall adhere to the deliverables outlined on page 47 of the Lealman Exchange Strategic Plan, attached hereto as Exhibit "G" and incorporated herein by reference. The Annual Business Plan shall include (i) an annual financial forecast (annual budget consisting of estimates of Operating Revenues and Operating Expenses, the prior Fiscal Year's actual results, the current Fiscal Year's budget and the current Fiscal Year's actual results); (ii) requests and recommendations for utilization of Retained Earnings for Capital Improvements and Capital Equipment purchases; (iii) updates relating to changes in facility rates and program fees; and (iv) a communications plan, including a crisis communications component.

- b. No later than September 1 of each year of the Term, the County Administrator or designee shall notify Foundation in writing whether the County Administrator or designee approve of the proposed Annual Business Plan as submitted. If the County Administrator or designee approves the proposed Annual Business Plan, it shall become effective at the beginning of the next Fiscal Year. If the County Administrator or designee does not approve the proposed Annual Business Plan, the County Administrator or designee must specify in writing the reasons for such disapproval. The Parties agree to work together in good faith to resolve any differences. If the Parties are unable to reach an agreement concerning Foundation's proposed Annual Business Plan by September 30 of each year of the Term, Foundation shall operate the Complex in accordance with the prior Fiscal Year's Annual Business Plan until the Parties resolve the disagreement. If the County Administrator or designee does not communicate in writing with Foundation by September 30, Foundation shall be entitled to operate the Complex in accordance with the most recent Annual Business Plan it submitted.
- c. Foundation shall comply with the Annual Business Plan and shall not substantially deviate from it without the written consent of the County Administrator or designee, except where such deviation is due to an emergency. In the event of an emergency, the Foundation shall provide the County with reasonable advance written notice of the specific deviations from the Annual Business Plan.
- d. If the Annual Business Plan approved by the County Administrator or designee modifies the proposed Annual Business Plan for such Fiscal Year submitted by Foundation to the extent that, in Foundation's reasonable judgment, the approved Annual Business Plan would materially interfere with, impede or impair the ability of Foundation to manage the Complex, Foundation shall have the right to terminate this Agreement and the exercise of such right shall not be considered a breach of this Agreement. Any exercise of Foundation's right to terminate under this subsection shall be exercised within thirty (30) days of receipt of written notice from the County Administrator or designee that the Annual Business Plan was approved as modified.
- e. Foundation shall make reasonable recommendations to the County from time to time regarding amendments to the then current Annual Business Plan, which recommendations shall be reasonably accommodated by the County in good faith.

Annual Performance Review:

- a. Foundation shall include in its Annual Business Plan a written review of Foundation's performance under this Agreement during the past Fiscal Year based upon results of operations (for example, the number of program hours and participants, the number of rental hours, equipment maintenance standards, maintenance/janitorial inspections and complaint resolutions and a comparison of the prior Fiscal Year's actual operating results,

current Fiscal Year budget and current Fiscal Year actual operating results). The County Administrator or designee shall notify Foundation in writing of any issue that the County has with Foundation's annual performance review. Foundation shall respond to any issue raised by the County Administrator or designee as soon as practicable or, if appropriate, in the Annual Business Plan for the following Fiscal Year. Any material failure by Foundation to respond to any reasonable issue raised by the County Administrator or designee shall be deemed a material default of this Agreement under Article 41, DEFAULT.

6. PUBLICITY AND PROMOTIONAL MATERIALS. Any news release or other type of publicity pertaining to the services performed by Foundation pursuant to this Agreement must recognize the contribution of County. Foundation, as a not-for-profit receiving public funding or non-monetary contributions through County, shall recognize County for its contribution in all promotional materials and at any event or workshop for which County funds are allocated. Any news release or other type of publicity must identify County as a funding source. In written materials, the reference to County must appear in an approved logo type. Foundation agrees to abide by the County branding guidelines and media engagement practices and shall ensure prompt engagement of the Communications Department upon any emergency or high-visibility situation that may arise, and which could negatively impact the public's interaction with the facility.
7. [RESERVED].
8. USE AND ACCESS. County shall allow Foundation reasonable access to the Premises. In the event of a local state of emergency, severe weather conditions or pending natural disaster, County reserves the right to withhold access to the Premises at County's sole discretion during such events, and to utilize Premises as an emergency shelter.
9. CONDITION OF PREMISES. No agreement to alter, remodel, decorate, clean, or improve the Premises has been made between County and Foundation. Foundation hereby accepts the Premises in its "AS IS" and "WHERE IS" condition "WITH FAULTS" and patent or latent defects and without representations or warranties of any kind, expressed or implied, or arising by operation of law.
10. MAINTENANCE AND REPAIRS. The Premises' operational, repair and maintenance expenses and the responsibility to maintain the structures and appurtenances in good condition shall be assumed by County and Foundation as set forth. County reserves the right to review, approve and audit contracts and services provided by vendors hired by the Foundation for services outlined in this Article.
 1. Foundation, at its sole cost and expense, shall at all times throughout this Agreement:
 - a. Provide, maintain, and operate sufficient interior and exterior lighting for the Premises.
 - b. Provide, routine and preventive maintenance, and repair all non-life and life safety systems, including heating, air conditioning, and ventilation systems for the comfortable use and occupancy of the Premises, electrical systems, plumbing systems, interior and exterior lighting, security and access systems and cameras, walls, interior doors and locks, signs, breakroom and restroom fixtures and appliances, building glass and doors. Routine and preventive maintenance shall be on a recurring schedule set by the County.
 - c. Maintain and repair all normal wear and tear interior items and external items, including but not limited to sidewalks, walk paths, parking lots, and drainage grates.
 - d. Provide regular maintenance of the roof, including inspections and gutter cleaning.

- e. Landscaping and lawn maintenance of the Premises, including but not limited to, regular pruning, trimming, fertilization, pest services, and replacement of dead plants
- f. Locksmith and security services.
- g. Maintain and coordinate services and inspection of life safety systems to include fire alarm/suppression systems and hood equipment (ASNL). County to retain and provide inspection reports as needed; and
- h. Compliance with all laws, County ordinance, rules, and regulations of governmental and quasi-governmental agencies regarding facilities (including without limitation, state, and federal ADA requirements) other than those that are the express responsibility of County.

2. In the event Foundation fails to timely or adequately perform its maintenance responsibilities or to repair any damage to the Premises, the County may perform itself or contract for the performance of the maintenance or repairs by a third party. Upon completion of the services County will be entitled to reimbursement from Foundation for the total cost of the maintenance or repairs within thirty (30) days of the date of the County's written reimbursement request.

3. County, at its sole cost and expense, shall:

- a. Repair and replace structural components of the Premises, including the foundation, walls, and support structures.
- b. Replace when needed the HVAC units, roof, sidewalks, parking lots and other capital improvements required to operate the buildings and structures outlined in Exhibit "B".

11. **CABLING AND TECHNOLOGY.** Foundation shall make no changes or alterations to cabling or technology without written consent of the County. County will not provide telephone, voice, video, data, internet, or other telecommunications services. Foundation shall not access, utilize, or impact the County technology closet. Foundation shall have access to a shared technology cabinet generally accessible and utilized by all tenants. The County's technology department (BTS) will not provide access or support to the main distribution frame (MDF) or intermediate distribution frame (IDF) for tenants. The County shall not be liable in any manner for any damage caused to or by Foundation's technology equipment, either owned by or installed for the benefit of Foundation, including but not limited to damage resulting from data breaches. **Tenants are required to label all equipment and cabling.**

12. **TAXES.** In the event that any ad valorem, rental, sales, or similar taxes are levied upon the leased Premises due to the existence of this Agreement, Foundation shall be solely responsible for the payment of all such taxes so imposed.

13. **ALTERATIONS & IMPROVEMENTS TO PREMISES.** Foundation shall make no structural change or alteration to the Premises or other parts of the Complex, including changes or alterations to cabling or technology, without advance written consent of County. Foundation shall not make any improvements requiring building permits to the Premises without the prior written consent of County. Any improvements or alterations to the Premises approved by County shall be undertaken by Foundation at its sole expense, including but not limited to the costs Foundation shall be responsible for any and all damage to the Premises caused by any structural changes, alterations or improvements. Foundation shall pay for all charges for permitting, labor, services and materials used in connection with any structural changes, alterations, improvements or repairs to the Premises undertaken by Foundation. In the event Foundation fails to timely or adequately repair

any damage it causes to the Premises, the County may perform itself or contract for the performance of the repairs by a third party. Upon completion of the repairs County will be entitled to reimbursement from Foundation for the total cost of the repairs within thirty (30) days of the date of the County's written reimbursement request.

14. ASSIGNMENT AND SUB-LETTING. Foundation may not assign or sublet this Agreement or any interest thereunder.
15. PROPERTY OF TENANT. Foundation shall, (if not in default hereunder) prior to the expiration of the Agreement, or any extension thereof, remove all personal property which it has placed in the Premises, provided Foundation repairs all damages to the Premises caused by such removal, unless Foundation obtains the written consent of County to keep such property on the Premises after expiration or termination of the Agreement.
16. DAMAGE OR THEFT OF PERSONAL PROPERTY. Foundation agrees that all personal property brought into the Premises shall be at the risk of Foundation only, and County shall not be liable for theft thereof or any damage thereto occasioned by any acts of any tenants, other occupants of the Building or any other person.
17. NO ESTATE IN COUNTY'S OWNERSHIP INTEREST. Foundation has only a temporary leasehold interest in the Premises pursuant to the terms and conditions herein, which is not subject to levy and sale. Any security interest obtained in Foundation's leasehold shall not affect or encumber County's fee simple interest in the Premises.
18. OBSERVANCE OF LAWS. Foundation agrees, at its own expense, to promptly comply with all requirements of any legally constituted public authority necessitated by reason of Foundation's occupancy of said Premises, including complying with all laws, regulations and ordinances concerning its operations, and obtaining and maintaining any and all permits and licenses to provide services pursuant to this Agreement.
19. EMINENT DOMAIN.
 - a. In the event the whole or any substantial part of the Complex or the Premises is taken or condemned by any competent authority for any public or quasi-public use or purpose, this Agreement shall terminate as of the date of the taking of possession or by the condemning authority.
 - b. In the event less than a substantial part of the Complex or the Premises is taken or condemned for any public or quasi-public use or purpose, or if any adjacent property or street is condemned or improved in such manner as to require the use of any part of the Premises or of the Complex, then at the election of County expressed by delivery of written notice to Foundation within ninety (90) days after said date of taking, condemnation or improvements, this Agreement shall terminate as of said date without any payment from County to Foundation therefore, other than Foundation's share of damages from said taking as referenced herein.
 - c. County shall be entitled to receive the entire award from any taking or condemnation without any payment to Foundation, as provided for in Florida Statutes; provided, however, Foundation shall be entitled to receive any award or portion of any award specifically designated to Foundation pursuant to Florida Statutes.

20. DAMAGE BY FIRE OR OTHER CASUALTY.

- a. Partial Destruction. If the Complex or Premises is partially damaged by fire or other casualty, Foundation shall provide written notice of the same to County as soon as practical thereafter ("Casualty Notice"). If no such Casualty Notice is given, notice shall be deemed to be the date upon which County has actual knowledge of the fire or other casualty. Upon receipt of such notice, County shall determine, in its sole discretion, whether the repairs can be completed within one hundred eighty (180) days, and tender written notice of the same to Foundation within thirty (30) days of the Casualty Notice. Where such repairs can be completed within one hundred eighty (180) days, County shall commence to repair the damage and shall thereafter diligently pursue repair of the damage to completion up to the amount of any insurance proceeds available. Where such repairs cannot be completed within one hundred eighty (180) days, the damage shall be treated as a Substantial or Total Destruction and the terms and conditions of subparagraph (b) of this Paragraph 20 shall apply. County shall not be liable for any inconvenience or annoyance to Foundation resulting in any way from such damage or the repair thereof, except that, subject to the provisions of the next section.
- b. Substantial or Total Destruction. If the Premises, Common Areas or Complex are (i) totally destroyed or damaged by casualty, or (ii) the Complex, whether the Premises is damaged or not, should be damaged to the extent of fifty (50%) percent or more of the then monetary value thereof, or (iii) if the Premises, Complex or Common Areas shall be so damaged or destroyed to such an extent that Foundation is unable to conduct its business at the Premises in the ordinary course, as determined by Foundation, and if the estimated time to repair or replace such damage or destruction exceeds one hundred eighty (180) days from the date of the Casualty Notice, then either Party may terminate this Agreement by written notice to the other within thirty (30) days after the date of the Casualty Notice, with such termination to be effective as of the date of the Casualty Notice. If neither Party terminates this Agreement as set forth above, County shall promptly repair or replace any damage or destruction to the Premises, including the Common Areas.
- c. County's Termination Option. Notwithstanding the foregoing provisions of Subparagraph (b) of this Article, if such damages (i) are a result of a risk which is not covered by County's insurance or exceeds the proceeds from such insurance or (ii) such damage shall occur during the last eighteen (18) months of the Term of this Agreement (or of any renewal Term), then in any of such event, County may, at its sole option and discretion, by written notice to Foundation within thirty (30) days of the Casualty Notice, elect not to repair such damage and to cancel and terminate this Agreement effective as of a date of Casualty Notice. Upon the giving of such notice to Foundation, the Term of this Agreement shall expire by lapse of time upon the third (3rd) day after such notice is given, and Foundation shall vacate the Premises and surrender the same to County as diligently as possible or within thirty (30) days of receipt of County's notice of termination.

21. RIGHTS OF RECOVERY. County and Foundation agree to have all fire and extended coverage and material damage insurance which may be carried with respect to the Premises or any portion of the property located therein endorsed with a clause substantially as follows: "This insurance shall not be invalidated should the insured waive in writing prior to a loss any or all rights of recovery against any Party for loss occurring to the property described herein."

22. ENTRY BY COUNTY. County may enter the Premises at reasonable hours to exhibit the same to prospective purchasers or tenants, and to inspect the Premises to see that the Foundation is

complying with all its obligations under the terms hereof. The County shall also be allowed to take any and all needed materials and equipment that may be required for its maintenance obligations or to make repairs, into and through the Premises without being liable to Foundation in any manner whatsoever, unless damage is caused by County's negligence, subject to the requirements and limitations set forth in Section 768.28, Florida Statutes. Such repairs shall not unduly interfere with Foundation's business except as is naturally necessitated by the nature of the repairs being affected. During the time such work is being done in or about the Premises, Foundation waives any claim and cause of action against County for damages by reason of interruption to Foundation's business or loss of profits therefrom. County shall use its best efforts to notify Foundation within 24 to 48 hours of County's intent to enter Premises. In the event of emergency, the County is not required to provide prior notification.

23. DUTY TO MAINTAIN PREMISES. Foundation shall at all times under the Agreement exercise best efforts to make repairs or notify County of the need for repairs the County is responsible for under the Agreement. Foundation shall further ensure that those repairs, whether the responsibility of the County or Foundation, are diligently pursued and made as soon as possible in order to mitigate any further damage.
24. TERMINATION. In the event, this Agreement is terminated by either Party, Foundation shall be responsible to turn over the Premises to County in tenantable condition, absent normal wear and tear. Foundation may be charged back by County for the costs associate with any repairs or replacements not satisfactorily addressed by the Foundation and for any portion of the Premises that is damages or in disrepair. In the alternative, at the County's directive, Foundation will be required to make specific repairs prior to vacating the Premises.
25. DAMAGE TO PREMISES. Foundation shall be solely responsible for the cost and reimbursement to County for any damages, required repairs or improvements to the Premises, whether routine, preventative, or capital in nature, arising from Foundation's use and occupancy of the Premises due to Foundation's failure to maintain or advise the County of required repairs under this Agreement.
26. MAINTENANCE AND REVIEW OF RECORDS.
 - a. The Foundation and any of its subcontractors providing any of the services required to be performed or provided under this Agreement shall maintain adequate records and accounts, including, but not limited to, property, personnel and financial records, and supporting documentation which shall enable ready identification of Foundation's cost of goods and use of funds for a period of six (6) years, hereinafter referred to as the "Audit Period", from the date of final payment to the Foundation, or its subcontractors, as applicable, under this Agreement or the termination thereof, whichever occurs later.
 - b. The County and its authorized agents shall have the right to examine all such records, accounts and documentation and to make copies thereof, and excerpts or transcriptions therefrom, and to audit all contracts, invoices, materials, accounts and records relating to all matters covered by this Agreement, including but not limited to, personnel and employment records during the Audit Period. The Foundation will permit the County and its authorized agents, including but not limited to the County Internal Auditor, to inspect all such records, accounts and documentation. The Foundation shall make such records available to the County and its authorized agents for audit, examination or copying purposes at any time during normal business hours and as often as the County may deem necessary during the Audit Period.
 - c. The County's right to examine, copy and audit shall pertain likewise to any audits made by

any other agency, whether federal, state, or local. Foundation shall ensure that any such subcontractor shall recognize the County's right to examine, inspect and audit its records, accounts, and documentation in connection with its provision of services required to be provided by the Foundation, including but not limited to any services related to funding County provides under this Agreement. If County, or any other federal, state, or local agency, begins but fails to complete an audit during the Audit Period, then the Audit Period should be extended until audit findings are issued. This Article shall survive the expiration or termination of this Agreement.

27. INSURANCE. Foundation shall procure, pay for, and maintain during the term of this License insurance as depicted on Exhibit "I" attached hereto and incorporated herein by reference.

28. INDEMNIFICATION.

- a. Foundation agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless, the County, its officers, employees and agents ("Indemnified Parties") from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property or in any way relating to or arising from this Agreement; or on account of any act or omission, neglect or misconduct of Foundation; except only such injury or damage as shall have been occasioned by the sole negligence of the County. The extent of this indemnification shall not be limited in any way as to the amount or types of damages or compensation payable to any of the Indemnified Parties on account of any insurance limits contained in any insurance policy procured or provided in connection with this Agreement.
- b. Nothing herein shall be construed to extend any Party's liability beyond that provided for in Section 768.28 Florida Statutes, if applicable.
- c. The provisions of this Article shall survive the expiration or termination of this Agreement.

29. NOTICES. Any and all reports, notices, demands, consents, approvals, or other communication which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if transmitted by electronic mail or by hand-delivery with receipt thereof by a nationally recognized overnight delivery service, or by certified mail posted prior to the expiration date for such notice, return receipt requested and first-class postage prepaid, to the following addresses:

If to County: Pinellas County Department of Administrative Services
Attention Deputy Director
509 East Ave. S, Clearwater, FL 33756

If to Foundation: Joe Hamilton
360 Central Ave, Suite 1490
St. Petersburg, FL 33701

Or to such other address as a Party may have specified in writing to the other Party using the procedures contained in this Article. Notices sent (i) via hand delivery shall be deemed delivered when received; (ii) via overnight delivery by a nationally recognized overnight delivery service shall be deemed delivered on the next business day after deposit with such service; and (iii) via certified

mail shall be deemed delivered on the date of receipt.

30. COMPLIANCE WITH APPLICABLE LAWS. Foundation hereby covenants and agrees to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations promulgated thereunder.
31. FISCAL NON-FUNDING. Notwithstanding anything to the contrary contained in this Agreement, the Agreement is contingent upon the appropriation of funds by County to fulfill its requirements under this Agreement. In the event County terminates this Agreement based on fiscal non-funding, then such termination shall be without penalty or expense to County, except for obligations that have arisen prior to the termination date.
32. NONWAIVER. The provisions, terms and conditions of this Agreement shall not be construed as a waiver by the County of any rights provided for by any provision of law, including but not limited to Section 768.28, Florida Statutes or any other applicable statute or immunities. County expressly reserves these rights to the fullest extent allowed by law.
33. EQUAL EMPLOYMENT OPPORTUNITY; NON-DISCRIMINATION.
 - a. Foundation shall comply with Pinellas County, Florida - Code of Ordinances and Laws, Part A, Chapter 30, Article II (Pinellas County Human Rights Ordinance) as amended, which prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices.
 - b. Foundation shall also comply with the requirements of all applicable federal, state, and local laws, rules, regulations, ordinances, and executive orders prohibiting and/or relating to discrimination, as amended and supplemented. All of the aforementioned laws, rules, regulations, ordinances, and executive orders are incorporated herein by reference.
34. ADDITIONAL RIGHTS AND REMEDIES. Nothing contained herein shall be construed as a limitation on such other rights and remedies available to the Parties under law or in equity which may now or in the future be applicable. '
35. PUBLIC ENTITY CRIMES. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a Foundation, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Foundation hereby represents and warrants that it has not been convicted of a public entity crime, that it is not on the State of Florida's convicted vendor list, and that it is not prohibited from entering into this Agreement by Section 287.133, Florida Statutes. Foundation further represents and warrants that it will not hire any professional, Foundation, or supplier that is on the State of Florida's convicted vendor list. Foundation is directed to the Florida

Public Entity Crime Act, Section 287.133, Florida Statutes, as amended from time to time, and County's requirement that Foundation comply with it in all respects prior to and during the Term.

36. ACCESS TO RECORDS; PUBLIC RECORDS ACT.

- a. The Parties acknowledge and agree that the statement and provisions below are required by Florida Statute to be included in this Agreement. The inclusion of this statement and provisions below shall not be construed to imply that Foundation has been delegated any governmental decision-making authority, governmental responsibility, or governmental function or that the Foundation is acting on behalf of County as provided under Section 119.011(2), Florida Statutes, or that the statement or provisions are otherwise applicable to Foundation. As stated below, Foundation may contact County's Custodian of Public Records with questions regarding the application of the Public Records Law; however, Foundation is advised to seek independent legal counsel as to its legal obligations. County cannot provide Foundation advice regarding its legal rights or obligations.
- b. If under this Agreement, Foundation is providing services and is acting on behalf of County as provided under Section 119.011(2), Florida Statutes, Foundation will comply with public records law, and agrees to:
 - i. Keep and maintain public records that would ordinarily be required by County to perform the service.
 - ii. Upon request from County's custodian of public records, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided Chapter 119, Florida Statutes, or as otherwise provided by law.
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement and following completion of the Agreement if Foundation does not transfer the records to County.
 - iv. Upon completion of the Agreement, transfer at no cost to County, all public records in possession of Foundation or keep and maintain public records required by County to perform the service. If Foundation transfers all public records to County upon completion of the Agreement, Foundation shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Foundation keeps and maintains public records upon completion of the Agreement, Foundation shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology system of County.

IF FOUNDATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Phone: (727) 464-4485
Email: jpeters@pinellascounty.org

Mail or hand delivery:
Attn: Records Manager
509 East Avenue South
Clearwater, FL 33756

Failure of Foundation to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above, where applicable, shall be grounds for immediate unilateral termination of this Agreement by County.

37. SURRENDER OF PREMISES. Upon termination of this Agreement, whether by lapse of time or for any other reason, Foundation shall surrender and vacate the Premises immediately and deliver possession thereof to County in a clean, good, and tenantable condition, ordinary wear excepted. Upon any termination which occurs other than by reason of Foundation's default, Foundation shall remove from the Premises all furnishings, equipment, and records, provided that Foundation shall repair all damage resulting from such removal and shall restore the Premises to a tenantable condition, unless otherwise agreed by County. All other additions, decorations, fixtures, hardware, and all permanent improvements remaining, in or about the Premises upon termination remain County's property and shall remain upon the Premises without compensation, allowance, or credit to Foundation, whether placed there by Foundation or by County, unless County directs their removal. Any and all property which may be removed from the Premises by County pursuant to the above or pursuant to law shall be conclusively presumed to have been abandoned by Foundation and title thereto shall pass to County without any cost by setoff, credit or otherwise, and County may, at its option:
- a. accept title to such property in which event Foundation shall be conclusively presumed to have conveyed such property to County under this Agreement as a bill of sale; or
 - b. at Foundation's expense, dispose of such property in any manner that County shall choose.

In no event, however, shall County be responsible for the value, preservation, or safekeeping of such property.

38. ESTOPPEL CERTIFICATE. County shall, from time to time, upon not less than twenty (20) days prior written request by Foundation, deliver to Foundation a statement in writing certifying that:
- a. This Agreement is unmodified and in full force and effect, or, if there have been modifications, that the Agreement is modified and is in full force and effect; and
 - b. The dates to which Rent and other charges have been paid and the amount of any Security Deposit; and
 - c. The Foundation is not in default under any provision of this Agreement, or, if in default, a detailed description thereof.

39. COUNTY DEFAULT. County shall be in default under this Agreement if County has not commenced and pursued with reasonable diligence the cure of any failure of County to meet its obligations under this Agreement within thirty (30) days of the receipt of written notice from Foundation. This grace period shall be extended if the default is of a nature that it cannot be completely cured within the thirty (30) day period solely as a result of non-financial circumstances outside of County's

control, provided that County has promptly commenced all appropriate actions to cure the default within the thirty (30) day period and such actions are thereafter diligently and continuously pursued by County in good faith. Upon the occurrence of an event of Default by County, which Default is not cured after notice as outlined herein, to the extent provided for or required herein, Foundation reserves the right to Terminate this Agreement by providing 90 days' written notice.

40. **DEFAULT BY REASON OF BANKRUPTCY.** It is agreed between the Parties hereto that if Foundation shall become a debtor, or seek the entry of an order for relief under the Federal Bankruptcy Code, or become insolvent, or unable to pay its debts as they mature, or take the benefit of any insolvency law, or if Foundation's leasehold interest under this Agreement shall be sold under any execution or process of law, or if a trustee in bankruptcy or a receiver be appointed or elected or had for Foundation (whether under federal or state laws), or in the event Foundation is in default of any obligations hereunder, then and in any such event, at County's option and ten (10) days after County has given tenant written notice of such act, conditions or default, the said County may terminate this Agreement.

Nothing contained hereinabove shall impair or affect County's right to maintain summary proceedings provided for by law. If this Agreement shall be deemed terminated pursuant to such proceedings, County may immediately or at any time thereafter re-enter or repossess the Premises and remove all persons and property in a commercially reasonable manner therefrom in accordance with such proceedings and all applicable laws.

All rights and remedies of County hereunder shall be cumulative and in addition to all rights and remedies provided by applicable law.

41. **FOUNDATION DEFAULT.** Foundation shall be in default under this Agreement if one or more of the following events ("Event(s) of Default") occur:

- a. **Monetary Default.** The Parties covenant and agree that if Foundation fails to pay any amount payable when due in accordance with the terms hereof ("Monetary Default"), then Foundation shall be in default of this Agreement. County shall provide written notice to the Foundation of the Monetary Default and Foundation will have ten (10) days from receipt of notice to cure such Monetary Default.
- b. **Violates Terms.** If Foundation shall violate or fail to comply with or perform any of the terms, conditions, or agreements to be performed or observed by Foundation under this Agreement within thirty (30) days after written notice from County or such additional time as County shall deem necessary in the event such violation cannot be cured within the thirty (30) day period.
- c. **Prohibited Transfer.** If Foundation attempts to assign, transfer, mortgage, encumber, or sublet the Premises or its interest under this Agreement without prior written consent from County.
- d. **Compliance with Law.** If Foundation violates any federal, state, or local law pertaining to this Agreement and if such violation is incurable, or if curable, not cured within thirty (30) days after Foundation is notified or is made aware of such violation.
- e. **Bankruptcy or Assignment to Creditors.** Foundation shall make any general assignment for the benefit of creditors, shall be adjudicated as bankrupt, whether voluntary or involuntary, or shall have a receiver appointed for its property, or shall permit any judgment-lien or other lien to attach to the Premises.
- f. **Insurance.** If Foundation fails to maintain the insurance required by this Agreement or as may be required from time to time and such failure continues for a period of thirty (30)

- days after notification from the insurer and/or County.
- f. Corporate Status. If Foundation fails to maintain itself as a not-for-profit Foundation under the laws of the State of Florida or the equivalent of the same.
 - g. Tax Exemption. If Foundation fails to maintain itself as a tax-exempt charitable organization under Section 501(c)(3) of the Internal Revenue Code, or the equivalent of the same.
 - h. Condition of Facility. Foundation shall fail to maintain the Premises on a regular basis for the intended use unless Foundation's use is disturbed by reason of war, strikes, riots, civil unrest, hurricanes, or other natural disasters or events typically described as "Acts of God";
or
 - i. Default Under Other Agreements. If Foundation shall be in default beyond applicable notice and curative periods under any related agreement with County and/or the funding thereof.

42. EFFECTS OF DEFAULT.

- a. Termination. If at any time an Event of Default shall occur and such Event of Default has not been cured within any applicable cure period set forth herein, it shall be lawful for County, upon election, to declare the Agreement terminated and to re-enter the Premises and the improvements situated thereon, or any part thereof or thereon, either with or without process of law. Foundation hereby waiving any demand for possession of such Premises and any and all improvements then situated thereon, or County may have such other remedy as the law or this Agreement may afford.
- b. Possession. Upon the termination of this Agreement, at such election of County, or in any other Way, Foundation shall immediately surrender and deliver up the Premises and improvements peaceably to County. If Foundation shall hold such Premises, or any part thereof, for any period (including a day) after the termination date, it shall be subject to eviction or removal in accordance with the law. Any damage which may occur to the Premises due to the Foundation's removal of its equipment and/or personal property, shall be repaired by Foundation at its sole expense and to County's reasonable satisfaction. Furthermore, the entirety of the Premises shall be delivered in good condition absent normal wear and tear and Foundation shall make repairs as required under the Agreement and shall at no point in time neglect their duty to maintain the Premises.
- c. Monetary Damages. Suit or suits for the recovery of monetary damages as a result of an Event of Default.
- d. Preservation of Rights. Nothing contained herein shall be construed as precluding County from having such remedy as may be and become necessary in order to preserve its rights in the Premises and in this Agreement, even before the expiration of the grace or notice periods provided for in this Agreement if under particular circumstances then existing, the allowance of such grace or the giving of such notice would prejudice or endanger the rights and estate of County in this Agreement and to the Premises.
- e. Other Remedies. County shall have all other rights and remedies available at law or in equity.

43. TERMINATION OF AGREEMENT. In addition to the exercise of any other remedies available to County at law or in equity, the County may terminate this Agreement in its sole discretion with or without cause and any associated agreements or funding upon thirty days (30) written notice to Foundation. A meeting with the County Administrator or designee shall be required before the

County issues the notice of termination.

In the event of termination by County hereunder, the Foundation shall not incur any contracts or applications for revenue, new obligations or enter into any new agreements for services or procurement after notification of the effective date of termination. The County shall pay the Foundation for services incurred by the Foundation prior to termination. Any costs incurred by the Foundation after the effective date of the termination shall not be reimbursed.

44. **AUTHORITY TO EXECUTE.** The person(s) executing this Agreement warrant they have the authority to so execute this Agreement and the Party on whose behalf they are signing. Foundation is a Florida not-for-profit Foundation, and the person executing this Agreement on behalf of Foundation represents and warrants that Foundation is duly organized and validly existing, that this Agreement has been authorized by all necessary parties and is validly executed by an authorized officer or agent of Foundation, and that this Agreement is binding upon and enforceable against Foundation in accordance with its terms.
45. **ASSIGNMENT.** This Agreement, and all rights and obligations hereunder, shall not be assigned, transferred or delegated in whole or in part, without advance written consent of the County. All of the covenants, agreements, promises, obligations, conditions, and provisions of this Agreement shall inure to the benefit of and shall bind the assigns of Foundation. should County permit same.
46. **RELATIONSHIP OF PARTIES.** Nothing herein contained shall be deemed to constitute either of the Parties hereto as a joint venture, partner, or agent of the other, and neither Party shall claim any status which is contrary to the terms of this Agreement. Foundation is not acting on behalf of County when carrying out its activities under this Agreement, and Foundation shall not hold itself out as a County Department nor Foundation's employees as County employees. Further, Foundation acknowledges that it has not been delegated any statutorily authorized function from County.
47. **ELECTRONIC SIGNATURES AUTHORIZED.** The Parties agree that this Agreement may be executed by electronic signature in a manner that complies with Chapter 668, Florida Statutes.
48. **MULTIPLE COUNTERPARTS.** This Agreement may be executed in more than one counterpart, all of which taken together shall constitute one and the same original, and the execution of separate counterparts by the Parties shall bind the Parties as if they had each executed the same counterpart.
49. **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 condition 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 as a consent or approval to or of any subsequent similar act by the other Party.
50. **CAPTIONS.** The headings or captions of Articles are for convenience only, are not part of this Agreement, and shall not affect the interpretation of this Agreement.
51. **TIME.** Time is of the essence as to this Contract. Any reference herein to time periods shall refer to calendar days, and any time period provided for herein which shall end on a Saturday, Sunday or County or legal holiday shall extend to 5:00 p.m. of the next full business day.

52. EXHIBITS. All exhibits attached to this Agreement are made a part hereof and are incorporated herein by reference.
53. SMOKING. All buildings on the Premises are smoke free. Any smoking must be done outside and not inside any portion of the Premises. If Foundation, its agents, employees, or servants wish to smoke outside of a building, they will be required to do so away from all building entrances.
54. AMERICANS WITH DISABILITIES ACT (ADA). County warrants that the Premises are in and shall be maintained in compliance with the Federal Americans with Disabilities Act (ADA) and any similar Act adopted by the State of Florida at County's expense, at the commencement of this Agreement.
55. ASBESTOS. County warrants that to the best of its knowledge, there are no friable asbestos in the Complex or the Premises at the commencement of this Agreement and that if any friable asbestos are discovered in the Complex or the Premise during the Term, the County shall, at its sole cost and expense, remove or encapsulate said asbestos within a reasonable period of time.
56. 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 Public Health Department.
57. HAZARDOUS SUBSTANCES. Foundation shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in Premises. Foundation shall not do, nor allow anyone else to do, anything affecting Premises that is in violation of any Environmental Law. The preceding sentences shall not apply to the presence, use, or storage on Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal maintenance use.

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

County shall indemnify and hold Foundation fully harmless for any liabilities and remedial actions of Hazardous Substances for which County is responsible under this Article, except if such liabilities and remedial actions were caused by Foundation or its officers, employees, or guests. County's indemnification obligations under this Article shall survive the expiration or termination of the Agreement.

As used in this Paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law, as well as 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 Premises is located that relate to health, safety, or environmental protection.

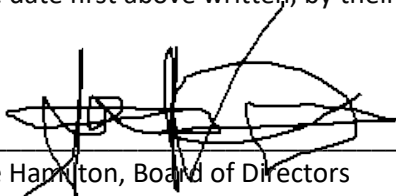
58. AIR QUALITY. The County shall maintain the Complex and Complex's air handling systems to provide a healthy indoor air environment. The County shall maintain the Complex and air handling systems sufficiently to prevent the amplification of biological agents (mold, mildew, fungi, and bacteria) and dust above proximate outdoor levels. The Foundation 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 Complex is unoccupied). Prior to and during occupancy, the Foundation reserves the right to conduct indoor air quality testing. Testing may include volatile organics, biological agents, humidity, temperature, or other compounds.

59. PETS. Pets shall not be allowed in or on the Premises without prior written consent of County with the exception of service animals.
60. ENTIRE AGREEMENT. This Agreement and all exhibits incorporate 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 stated herein. No modification, waiver, or amendment of the provisions of this Agreement shall be binding upon County or Foundation unless in writing and signed by County and Foundation or by their duly authorized agents.

REMAINDER OF THIS PAGE INTENTIONALLY BLANK; SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, County and Foundation have caused this Agreement to be executed as of the date first above written, by their respective officers or Parties thereunto duly authorized.



Joe Hamilton, Board of Directors
St. Petersburg Foundation

Date: 3-10-22



PINELLAS COUNTY, FLORIDA, a political
subdivision of the State of Florida.

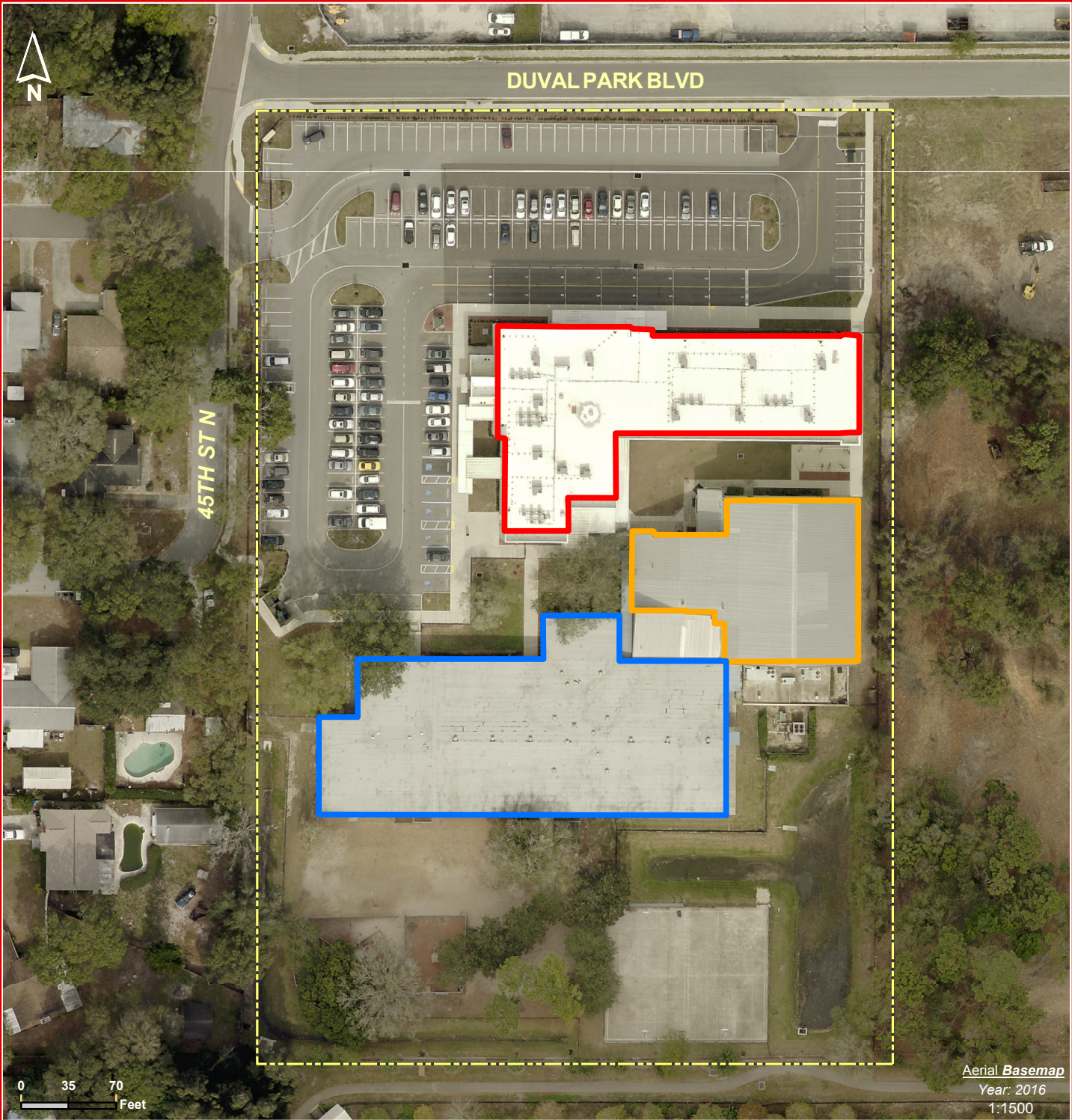
By: 
Charlie Justice, Chairman

ATTEST:

KEN BURKE
Clerk of the Circuit Court

By: 
Deputy Clerk

APPROVED AS TO FORM
By: Anne M. Morris
Office of the County Attorney



Lealman Exchange

5175 45th ST. N. 33714

- Complex Boundary**
- Building A**
- Building B**
- Building C**

Coordinate System
NAD_1983_2011_StatePlane_Florida_West

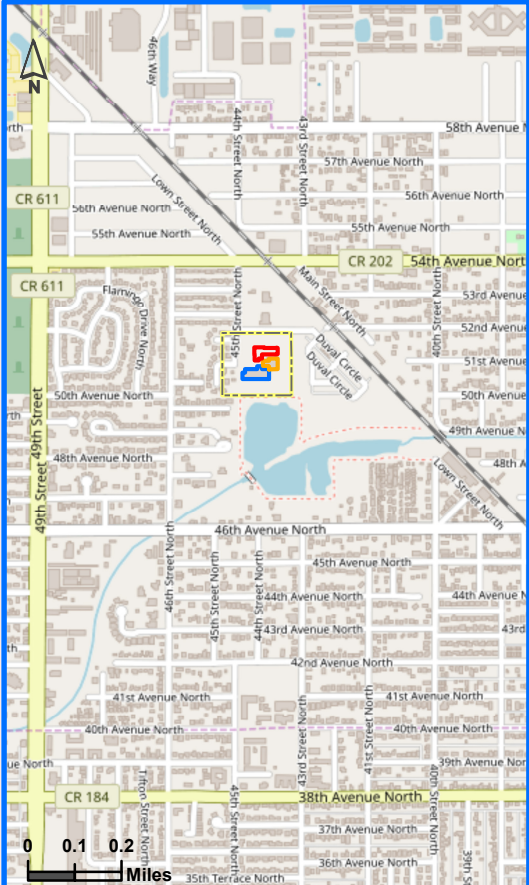


EXHIBIT "B"
COUNTY AND STRUCTURES AND APPURTENANCES

Building A – Two-story building containing reception area, classrooms, a kitchen and an adjacent multi-purpose meeting room, and computer labs on the first and second floor.

Building B – Gymnasium building containing basketball courts, bleachers, a stage, concession/snack room, classrooms, and a mechanical closet.

Building C – Single-story building containing a reception area, classrooms, break room, cafeteria and a maintenance shop.

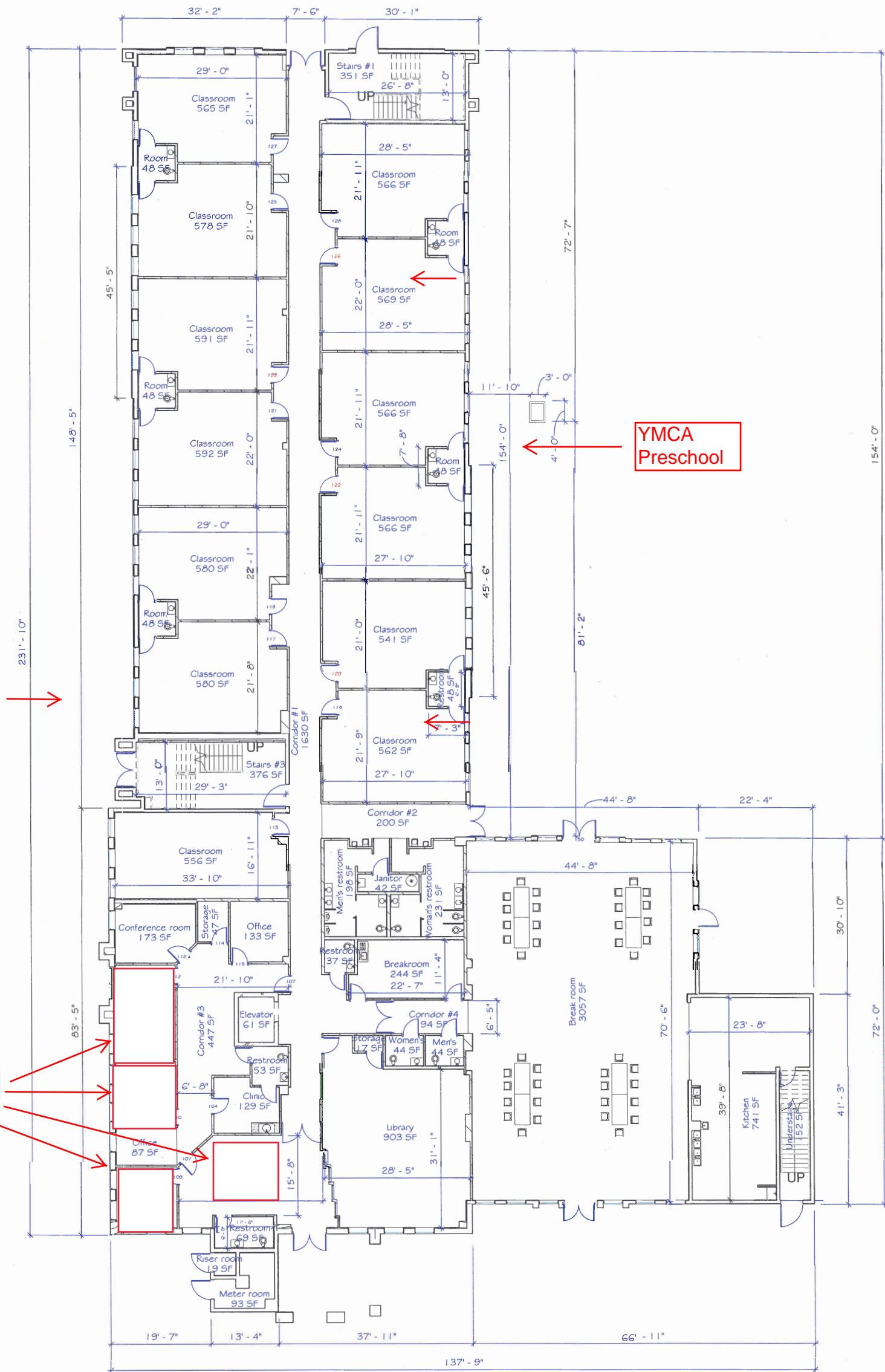
Parking lot

Outdoor basketball courts

Generator enclosure

Two playgrounds

Greenspace behind Building C



Gross Building B FIRST FLOOR		
Level	Name	Area
FIRST FLOOR PLAN	Area	20080 SF
Grand total		

① FIRST FLOOR PLAN
1" = 20'-0"

7/16/2018 11:44:03 AM

Drawn by	PACO.D	
Checked by		
Project number		
Issue Date		
No.	Description	Date

REAL ESTATE MANAGEMENT
BUILDING DESIGN DIVISION
509 EAST AVENUE SOUTH, CLEARWATER, FL 33756

**A101
FLOOR PLAN**

LEALMAN COMMUNITY CENTER

BUILDING B

5185 45th St. North, St.Petersburg, FL 33714



REAL ESTATE MANAGEMENT DEPARTMENT

REAL ESTATE PROCEDURES MANUAL

509 East Avenue South, Second Floor, Suite 218, Clearwater, Florida 33756

727/464-3494

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SECTION 1: PURPOSE AND SCOPE

1.0 PURPOSE

The purpose of the procedures set forth throughout this manual is to ensure that all County real property transactions conform to the Pinellas County Real Estate Policy as adopted by the Board of County Commissioners (BCC) and to further ensure consistency, uniformity and compliance with federal, Florida and local law, as may be applicable.

2.0 SCOPE

These procedures shall apply to all real property transactions for departments or agencies under the BCC, Constitutional Officers, the Pinellas County Economic Development Authority (PCEDA), and in the provision of statutorily required court related facilities, (hereinafter collectively “County Entities”), in providing the full range of uniform, professional real estate support including but not limited to, all real property acquisitions, sales, releases, vacations, licenses, permits or any other real property functions as assigned, as well as all lease functions in support of Pinellas County Government needs.

All actions hereunder shall be governed by the procedures herein and, as applicable, all federal, state or local laws or legally mandated requirements, grant funding requirements, or other funding restrictions which may be substituted or added as required to these procedures to the extent that they are applicable or necessary as well as all local laws and procedures.

3.0 ADMINISTRATIVE WAIVER

The BCC authorizes the County Administrator to waive any of the procedures herein in the emergency provision of real estate services made in the event of a disruption of essential operations, or when there exists a threat to public health, welfare or safety, or when the protection or preservation of public property would not be possible through adherence to the normal real estate procedures. The County Administrator shall file a report of any such administrative waiver with the Board of County Commissioners at the end of each fiscal quarter and as applicable, a written explanation of the circumstances of any such waivers involving funds in excess \$250,000.00 shall be entered in the minutes of the Board of County Commissioners and shall be open to public inspection.

SECTION 2: REAL PROPERTY ACQUISITION

PART 2.1 ACQUISITIONS VOLUNTARY – FULL OR LESS THAN FULL FEE

1.0 PURPOSE

The purpose of the procedures herein is to ensure consistency, uniformity and compliance with federal, Florida and local laws, as may be applicable, for all voluntary real estate acquisitions performed by, or on behalf of the County or a County Entity.

2.0 SCOPE

The procedures herein apply to all voluntary acquisitions of real property in support of Pinellas County needs. Voluntary acquisitions may begin or occur when the County desires to acquire real property, but where a level of public necessity has not been demonstrated that could result in eminent domain proceedings. The County may cease the negotiations if the value exceeds the County's expectations, or if terms and conditions of the contract for purchase cannot be negotiated in the best interest of the County. Examples of voluntary acquisitions include but are not limited to: park lands, environmental lands, or projects for drainage or sidewalks that are desirable but not mandated by law.

The procedures outlined in this section apply to voluntary negotiations for real property acquisitions and therefore do not apply to the following:

- Acquisitions made pursuant to eminent domain proceedings.
- Federal or State mandated acquisition requirements which must be substituted for the provisions of this section to the extent that they are applicable, are more restrictive, or required as a condition of acquisition funding.
- Transactions effectuated by the County Attorney's Office, including but not limited to, any such transactions as a result of pending or anticipated litigation. However, where an acquisition is to be effectuated through a legal action such as eminent domain, the County Attorney's Office may request the RPD to assist by providing real property information, testimony, and support.

3.0 PROCEDURE

3.1 Initiating Requests for Acquisition:

- 3.1.1 County Entities interested in acquiring real property will make a request by a detailed written memorandum to REM (hereinafter "RPD Tasking Memo") through the Requesting Department Director and through the appropriate Assistant County Administrator(s). The RPD Tasking Memo for real estate acquisition will: 1) identify the property by tax parcel ID

number, the street address, and/or other appropriate identifying information, 2) will identify the source of the funding for the acquisition or efforts in preparation for acquisition, 3) the planned use of the property shall be identified, 4) as applicable, the County Entity shall further identify any particular investigation necessary to ascertain the suitability for such planned use, and 5) the RPD Tasking Memo will have attached a copy of the signed and sealed survey sketch and description prepared by Division of Survey and Mapping or reviewed by the same, and the original will be sent directly to RPD by the Division of Survey and Mapping.

3.1.2 Alternatively, for projects identified in the County's current CIP Six Year Plan which contain an identified and funded acquisition line, a written RPD Notice to Proceed memorandum is required and shall be routed to REM through the Requesting Department Director and through the appropriate Assistant County Administrator(s). This RPD Notice to Proceed memorandum requesting real estate acquisition will provide: 1) identification of the property by tax parcel ID number and/or the street address and 2) the source of the funding for the acquisition or efforts in preparation for acquisition. The RPD Tasking Memo will have attached a copy of the signed and sealed survey sketch and description prepared by Division of Survey and Mapping or reviewed by the same, and the original will be sent directly to RPD by the Division of Survey and Mapping.

3.1.3 No acquisition will be initiated until a complete RPD Tasking Memo or RPD Notice to Proceed has been received by RPD. Upon approval of one of the above by the appropriate Assistant County Administrator staff, or his or her designee, the acquisitions as described will be pursued by REM. The RPD Tasking Memo or RPD Notice to Proceed approval will contain direction to utilize the exemption to the public records law provided in Florida Statutes §125.355, as it may be amended from time to time, if utilization of the exemption is desired. If no such direction is contained in the approval, the statutory exemption procedures shall not be utilized.

Further, each RPD Tasking Memo or RPD Notice to Proceed, shall state whether investigation into subsurface, utility subordination or conflict, suitability for use analyses, or other latent defect investigation has been accomplished. Any desired analyses or investigation of the subject real property acquisition will be coordinated between RPD and the County Entity.

3.2 Full Fee Acquisition through Purchase

3.2.1 RPD will respond to a request for the acquisition of real property by the following process, which shall include but not be limited to, preliminary discussions relating to the terms of the contract or agreement for the acquisition of the real property to be prepared by RPD and the methodology to determine the value of the real property.

3.2.2 When the real property is initially estimated by RPD staff to be worth

\$100,000 or less, the value may then be established using any of the following methods:

- 3.2.2.1 Staff Appraisal or CMA prepared by Qualified County RPD Staff member
- 3.2.2.2 Appraisal prepared by a Qualified Appraiser
- 3.2.2.3 Sales Comparison Value (“SCV”) prepared by the Pinellas County Property Appraiser’s office
- 3.2.3 When the real property is estimated to be worth more than \$100,000, value shall be established by an appraisal prepared by a Qualified Appraiser.
- 3.2.4 RPD Qualified Staff will determine the need to obtain multiple appraisals.
- 3.2.5 RPD Qualified Staff will review all appraisal reports received, and may obtain a review appraisal or additional appraisals as needed considering such factors as then current market conditions, age of appraisal and any other factor as determined by staff.
- 3.2.6 All RPD negotiations that result in an agreement for the purchase of real property must be reduced to a written and signed contract between the County and the other party.
- 3.2.7 Evidence of marketable title will be obtained prior to closing. Acceptable evidence of marketable title shall be provided by a title insurance binder (Commitment). The County Administrator’s office or their designee in consultation with the appropriate County Attorney’s staff may waive the requirement for the seller to provide evidence of marketable title when in the best interest of the County.
- 3.2.8 RPD will send written notice to the seller by registered mail, pursuant to the requirements of §286.23, Florida Statutes, as it may be amended from time to time, and attempt to obtain the disclosure of the name of the seller and address of every person having any beneficial interest in the real property. The only exceptions will be those expressly provided for in the statute.
- 3.2.9 Alternatively, when the seller is an individual not addressed by §286.23, Florida Statutes the seller will fill out the REM “Citizen Disclosure of County Relationship” form.
- 3.2.10 RPD will exercise due diligence to identify recognized environmental conditions on, under or about the property. To this end, all reports, information, or other communication relating to the presence of environmental problems or concerns known to the County Entity requesting the acquisition shall be provided to RPD in writing with the RPD Tasking Memo or RPD Notice to Proceed. In the event that

information is subsequently obtained by the County Entity, it shall be transmitted to RPD in writing as soon as received. The due diligence should be able to support an “innocent landowner” defense or to identify conditions incompatible with the planned use of the property. Due diligence may include, but is not limited to, one or more of the following as applicable:

- Environmental Site Assessment (ESA) performed in accordance with the most current version of the ASTM E-1527 standard, by an environmental consultant hired in accordance with Section 6;
- Investigation as recommended by environmentally experienced and knowledgeable County staff and performed by such county staff and documentation of such efforts and any other studies, warranties or actions recommended by RPD and deemed appropriate by the County Administrator or his designee;
- The review of consent orders or other legally recognized documents binding the seller to remediate site conditions to regulatory and county requirements; or
- Disclosure of recognized environmental conditions and remediation to regulatory and county requirements prior to closing.

Additional environmental considerations may include:

- Warranties and representations by the seller that survive closing, with proof of adequate financial responsibility to support breach of warranty claims; or
- Escrow of sufficient funds to perform remediation within a specified time period.

3.2.11 Survey information necessary to identify or describe the specific property to be purchased and the existence of any encumbrances or encroachments will be obtained by RPD. The extent of surveying information or the types of surveys, and scope of survey work to be accomplished will be determined by RPD with review / approval of the Division of Survey and Mapping and in conjunction with the County Entity PM.

3.2.12 When tasked, RPD will exercise due diligence to identify surface and subsurface conditions on, under or about the property or structural issues of any improvements located or identified on the property. The due diligence should be able to support the intended use of the property or to identify conditions incompatible with the planned use of the property. The planned use of the property shall be identified in the RPD Tasking Memo or the Notice to Proceed Memo provided by the County entity, and as

applicable, shall further identify any particular investigation necessary to ascertain the suitability for such planned use, if applicable.

3.2.13 Property title shall be conveyed by statutory warranty deed or other deed form approved by the County Attorney's Office.

3.2.14 Seller must pay for all documentary stamps on the deed, pursuant to Section 201.01, Florida Statutes, as it may be amended from time to time. The costs to record the deed and other documents will be paid pursuant to the negotiated terms of the Contract for Sale and Purchase.

3.3 Full Fee or less than Full Fee Acquisition through Donation

3.3.1 All the procedures outlined in Section 2, Real Property Acquisition, shall apply to real property or real property interests donated to the County.

3.3.2 The Just/Market Value of the property, as established by the Property Appraiser, shall be considered the value for County purposes. However, if the REM Department Director deems it necessary, an independent certified appraisal may be obtained to establish the property value for County purposes.

3.3.3 Evidence of marketable title will be obtained prior to closing. Acceptable evidence of marketable title shall be a Title Insurance Binder (Commitment). At the discretion of RPD in consultation with County Attorney's Office staff, an Attorney's Title Opinion or an ownership Letter accompanied by either an abstract of title or an Ownership and Encumbrance Report may be utilized.

3.3.4 The existence of liens or encumbrances on real property might not bar donation provided that they are identified and accepted by the County Administrator or his or her designee in consultation with appropriate County Attorney's staff, when in the best interest of the County.

3.3.5 Real property donations will require a public disclosure statement of beneficial interest from the donor and completion of due diligence activities prior to acceptance by the BCC, as required in Sections 3.2.8 and 3.2.9.

3.3.6 RPD staff will ensure that all deeds and other documents relating to donations are promptly recorded, subject to acceptance by the BCC or County Administrator, as may be delegated.

3.3.7 County preference is that title be conveyed by statutory warranty deed. Other deed forms may be approved by the County Attorney's Office.

- 3.3.8 The donor is required to pay for all documentary stamps on the deed, pursuant to Section 201.01 Florida Statutes, as it may be amended from time to time.
- 3.3.9 The County Administrator, or his or her designee, is authorized to sign any acknowledgment of donation without attesting to the value thereof.
- 3.4 Acquisition by: Tax Deed Sale, Lands Available, Escheat
- 3.4.1 Tax Certificates Held by Citizens:
- 3.4.1.1 REM is authorized to bid and purchase real property at tax deed sale. REM is authorized to bid up to the lesser of the Property Appraiser's current reported Sales Comparison Value (SCV), or the County Administrator's maximum delegated purchasing authority, unless the BCC specifically approves the bidding of a greater amount prior to the bidding.
- 3.4.1.2 Prior to bidding on property, RPD will review the property and determine the following:
- Properties that are in the area identified for acquisition in the Capital Improvement Program Six Year Work Plan.
 - Potential usefulness to the County and whether such ownership serves a public purpose.
 - Funding. Any County Entities seeking to acquire such properties shall provide RPD with an account number from which the acquisition is to be funded and the contact person for completing the financial aspect of the transaction.
- 3.4.1.3 RPD qualified staff shall attend the auction and bid on the property on behalf of the County.
- Prior to bidding on the property, REM will obtain the \$200 nonrefundable cash deposit which will be required to be posted with the Clerk of Court if the County is the high bidder.
 - If the County is the high bidder, REM will pay the balance due, which is the sum of the bid less the \$200 deposit, plus documentary stamp tax and recording fees, within 24 hours of the sale. The balance payment will be by County check which shall be issued by the Finance Division of the Clerk on an expedited basis. Failure to timely remit the balance due will cause a forfeiture of the \$200, and the property will be required to be rebid.

- If the County is not the high bidder, REM will return the \$200 deposit immediately.

3.4.1.4 If the County is the successful bidder, RPD shall complete the transaction and transfer custodial management of the property to the County Entity requesting the purchase.

3.4.2 Tax certificates that are held by the County:

Properties on which tax certificates are held by the County shall be reviewed as follows:

3.4.2.1 If the property subject to the tax certificate is valued at less than \$5,000, RPD will request that an auction be deferred by Board Resolution until adequate review of public purpose needs can be conducted. Note: By operation of law, all tax certificates become null and void after the expiration of seven years.

3.4.2.3 If any of these properties are required by a County Entity for a public purpose, that list of properties, with appropriate explanation of public purpose, shall be submitted to the BCC with a request that application be made for tax deeds on those certificates, and requesting permission for the RPD to bid on the properties as outlined within the section relating to Tax Certificates Held by Citizens.

3.4.2.4 On any properties not needed by the County for a public purpose, the County Administrator shall, if not previously delegated for his determination under his authority, submit appropriate information on said properties to the BCC with a recommendation that the certificate either (A) be taken to auction for anyone to bid or (B) not be taken to auction if: 1) the value of the property as determined by the Property Appraiser's roll is less than \$5,000; and 2) the sale of which may create a problem, in the opinion of the County Administrator.

3.4.3 Lands Available for Taxes:

3.4.3.1 The following procedures apply to the County's consideration for purchase of properties not sold at tax deed sale which are placed on the Lands Available for Taxes list.

3.4.3.2 When REM receives notice from the Clerk of property that is being placed on the Lands Available for Taxes list, RPD shall consult with the appropriate County Entities to determine if the property is useful to serve a public purpose and should therefore be purchased by the County.

3.4.3.3 RPD may acquire the property for taxes due when said taxes due are within the County Administrator's maximum delegated purchasing authority. If said taxes due are in excess of the County Administrator's authority, the County Administrator may take the properties to the BCC for their action with a recommendation to acquire them for taxes due. NOTE: County has exclusive purchase rights for the first 90 days after a property is placed on the Lands Available for Taxes list, and must notify all adjoining property owners within such 90 day period if the County decides not to purchase the property.

3.4.4 Acquisition by Escheat to County:

3.4.4.1 The procedures outlined in this section provide a method of accounting for and re-conveying real property that escheats to Pinellas County ownership due to non-payment of taxes, under Chapter 197, Florida Statutes.

3.4.4.2 All deeds for properties escheating to the County shall be forwarded to REM.

3.4.4.3 Upon receipt of deeds of escheated property, RPD shall value the property in accordance with the Just Market Value as established by the Property Appraiser.

3.4.4.4 RPD shall consult with appropriate County Entities to determine the potential usefulness of the escheated property to the County.

3.4.4.5 If escheated property is not needed for County operations, property within the boundaries of an incorporated municipality of the County shall be conveyed by recorded County Deed to that municipality in accordance with Section 197.592(3) Florida Statutes.

3.4.4.6 If the escheated property lies within the unincorporated area of Pinellas County, the RPD shall hold the property for County use, or surplus and sell it in accordance with appropriate procedures herein.

3.5 Less Than Full Fee – Easement/License Acquisitions (County as Grantee)

3.5.1 RPD Qualified Staff shall exercise and document due diligence to ensure that the Grantor of the easement/license holds adequate title to the property to be legally able to grant such an easement/license. A title search or other acceptable evidence of marketable title may be required by RPD. Due diligence may also include the search for any other existing easements or encumbrances that could conflict with the County's planned easement or license. NOTE: Avigation easements will be reviewed,

approved, and maintained by the Airport. Licenses are not interests in real property, but are merely permissive rights from a licensor.

3.5.2 Permanent or Temporary - The procedures outlined in this section apply to voluntary and negotiated real property easements (less than full fee acquisitions) or licenses. This includes but is not limited to:

- Permanent Easements
- Temporary Easements/Temporary Construction Easement
- Access License Agreements/Right of Entry
- Easement Amendments (e.g., from sewer only easement to all services PC Utility easement)

NOTE: Emergency situations as specifically determined solely by the County Administrator may allow for expedited or limited due diligence and other requirements herein.

3.5.3 Federal or State mandated acquisition or easement requirements shall be substituted for the provisions of this section to the extent that they are applicable, are more restrictive, and/or are required as a condition of acquisition funding.

3.5.4 Initiating Requests for Easements or Licenses

3.5.4.1 County Entities requiring the acquisition of an easement or license shall provide RPD either a RPD Tasking Memo or a RPD Notice to Proceed.

3.5.4.2 The acquisition shall be pursued by the RPD for further action.

3.5.4.3 The County Entity initiating the request will provide a sketch and legal description for all permanent easements, signed and sealed survey by a State-Licensed Survey Professional, of the easement area being requested. However, in an emergency situation, the County Administrator or his or her designee may direct RPD to utilize a temporary easement or license with an engineering plan, tax map, or County Entity-produced and/or provided sketch that clearly identifies the easement area to be acquired which may be substituted for the aforementioned sketch and description.

3.5.5 Easement/License Acquisition through Purchase

3.5.5.1 When negotiating for easements, licenses, access agreements, or other such less than full fee agreements, value shall be made in accordance with the Standard Valuation Procedures.

3.5.5.2 In some circumstances, the less than full fee property interest

sought by the County may be of such benefit to the landowner that it warrants the easement or other interest being donated to the County.

3.5.5.3 Generally the property owner will sign the easement or license, and then if the easement or license contains reciprocal consideration requiring execution by both parties, the Agreement will be presented to the County for its approval, and acceptance or execution. However, where the State of Florida or the Federal Government is the Grantor, the County will often sign first.

3.5.5.4 The easement or license shall be conveyed to the County in a form approved by or acceptable to the County.

3.5.6 Permanent Easements: the original document will be presented, as appropriate, to the BCC, County Administrator, or his or her designee for execution, or rejection. RPD will ensure that the executed original is immediately recorded within the Official Records of Pinellas County and kept within the files of RPD.

3.5.7 Temporary Construction Easements (TCE): one original copy of the document will be presented, as appropriate, to the BCC, County Administrator, or designee for execution. RPD shall ensure that all TCE's are recorded within the Official Records of Pinellas County. The REM Director, or his designee, shall be authorized to execute and record releases of TCE's upon the earlier of the conclusion or termination of construction, verification that the need for the TCE no longer exists, or the time within the TCE has expired.

3.5.8 Right of Entry (ROE): for temporary access only. One original copy of the document will be presented, as appropriate, to the BCC, County Administrator, or designee for execution. The ROE is not normally recorded within the Official Records of Pinellas County. However it may be recorded if RPD determines it necessary. The ROE area may be documented by an engineering plan, tax map, or County Entity-produced and/or provided sketch that clearly identifies the ROE area to be acquired. Complex ROE areas or areas that are in immediate proximity to sensitive areas of the owner should be documented by a sketch and description signed and sealed survey by a State-Licensed Survey Professional. The REM Director, or his designee, shall be authorized to execute and record if necessary releases of ROE upon the earlier of the conclusion or termination of construction, verification that the need for the ROE no longer exists, or the time within the ROE has expired.

3.6 GRANTS: County Entities requiring the acquisition of real property utilizing grant funding sources will make that request by a written RPD Tasking Memo through the Requesting Department Director and through the appropriate County Administrator's Office staff to the REM. REM will participate as a team member but will not be responsible for grant requirement coordination which shall remain

the responsibility of the requesting County Entity. The RPD Tasking memo will identify the role and tasks that REM will fulfill.

PART 2.2 ACQUISITIONS USING EMINENT DOMAIN – FULL OR LESS THAN FULL FEE

1.0 PURPOSE

The purpose of the procedures herein is to ensure consistency, uniformity and compliance with federal, Florida and local laws, as may be applicable, for all acquisitions using eminent domain performed on behalf of County Entities.

2.0 SCOPE

The procedures below apply to all acquisitions of interest(s) in real property using eminent domain procedures when authorized by the BCC's approval of a Resolution of Necessity.

2.1 Federal or State mandated acquisition requirements may be substituted for the provisions of this section to the extent that they are applicable, are more restrictive, and/or are required as a condition of acquisition funding.

3.0 PROCEDURE

3.1 Requests for Acquisition

3.1.1 County Entities seeking the acquisition of real property requiring the exercise of eminent domain will provide a RPD Tasking Memo or RPD Notice to Proceed. The Memo or Notice for real estate acquisition will: 1) identify the property by a copy of the signed and sealed survey sketch and description prepared by Division of Survey and Mapping or reviewed by the same, and the original will be sent directly to RPD by the Division of Survey and Mapping, 2) provide the source of the funding for the acquisition, and 3) the nature of the real property interest to be acquired.

3.1.2 Upon approval by the Assistant County Administrator(s), acquisition will be pursued by the RPD.

3.2 Eminent Domain Acquisition

3.2.1 All eminent domain acquisitions shall be completed in accordance with Federal and Florida laws as applicable. Once the Notice to Proceed memo has been approved by the Assistant County Administrator(s), the Project Manager shall schedule a meeting with RPD to discuss the appropriate State or Federal law process and timeline expectations.

3.2.2 In order to initiate legal process by the County Attorney's Office, the County Attorney Turnover Checklist shall be completed.

3.2.3 RPD staff shall provide necessary administrative support to the County Attorney's Office throughout the presuit negotiations and litigation process.

3.3 Acquisition in Advance of Eminent Domain

3.3.1 Notwithstanding the above, where a Public Meeting for the CIP project has been held, but before the BCC's declaration of the necessity to use eminent domain, RPD shall have the authority to acquire such CIP identified property in accordance with State and Federal eminent domain law.

SECTION 3: LEASES

PART 3.1 COUNTY AS LANDLORD

1.0 PURPOSE

The purpose of the procedures herein is to ensure consistency, uniformity and compliance with federal, Florida and local laws, as may be applicable, for all leases where the County is Landlord.

2.0 SCOPE

These lease procedures, except as may be supplemented by federal or other legal requirements, mandates and/or directives, shall apply to all County Entities and all County owned property except as otherwise provided in Section 3 herein. These procedures shall not apply to the property of the PCEDA (e.g. STAR Center) which is a separate legal entity that will be governed by the procedures set forth in Section 4 herein.

3.0 PROCEDURE

3.1 Lease Preparation

3.1.1 All leases of County owned real property shall be done in accordance with the provisions of Florida law and applicable County ordinances. Accordingly, the BCC hereby authorizes REM to utilize the applicable statutory procedures available when leasing County property.

3.1.2 The following procedure shall apply to all leases required to be competitively bid:

Upon any County Entity or third party request for the leasing of County property, RPD shall establish a project file of such request which shall be input into existing RPD Tracking System. This project file shall contain the written request and any information provided therein as well as pertinent information and analysis of same.

3.1.3 RPD's analysis of the potential lease of the County owned property shall include, but not be limited to the following: 1) future needs of the County, 2) potential effect on County operations, 3) potential impact on neighboring communities, 4) potential revenue to County, 5) environmental conditions of the property, 6) potential use of the property, and 7) potential cost savings to County and taxpayers.

RPD staff shall submit this analysis and recommendations to the Director of REM who shall evaluate same and recommend further action, including determining other County Entities need for the subject property.

- 3.1.4 If it is determined by the Director of REM that there is no County need for the property, the property will be available for lease by a third party. RPD will then coordinate with the Purchasing Department and shall provide any and all requested information and assistance necessary for Purchasing to secure competitive bids to lease the County property.
- 3.1.5 Once a lease is ready for BCC approval and execution, RPD shall ensure that the finalized lease along with the “Real Property Citizen Disclosure” form, are included in the submission of any proposed lease to the BCC. Upon BCC execution of a lease, RPD staff shall input the new lease information into the County RPD Tracking System.

3.2 Lease Management

- 3.2.1 RPD will oversee any related tenant improvements as provided in the lease. Upon completion thereof, RPD shall visit all County-owned leased property where new tenant improvements have been constructed in order to inspect the property to insure compliance with the lease and to photograph the premises for file documentation.
- 3.2.2 The property shall be inspected by RPD at least annually to ensure compliance with the lease.
- 3.2.3 RPD shall at least annually insure compliance with lease insurance requirements.
- 3.2.4 All lease terms shall be reviewed by RPD staff prior to each renewal term.
- 3.2.5 Any tenant issues that may arise will be directed to REM staff for handling.

PART 3.2 COUNTY AS TENANT

1.0 PURPOSE

The purpose of the procedures herein is to ensure consistency, uniformity and compliance with federal, Florida and local laws, as may be applicable, for all leases where the County is the tenant.

2.0 SCOPE

Except as may be supplemented by federal or other legal requirements, mandates and/or directives, the leasing procedures herein shall apply to all lease transactions effectuated and handled by REM wherein the County Entity is leasing from a third party.

3.0 PROCEDURE

3.1 Request for Lease Space

- 3.1.1 If a County Entity requires leased space, the County Entity shall provide a written request for lease space to REM which shall include but not be limited to the square footage required, location desired, and the term desired, and any special needs or accommodations required for the intended use. REM staff will also determine if the request comports with County Space Standards as approved by the BCC.
- 3.1.2 REM will review the request to determine whether there is existing County space available to meet the needs of the request.
- 3.1.3 If there is no existing County space which meets the needs of the request, RPD staff will attempt to locate appropriate third party space and negotiate a lease.
- 3.1.4 RPD shall set up a project file and input all request information in the RPD Tracking System.
- 3.1.5 As needed, RPD may meet with the requesting County Entity and tour their current facility to gain insight on current and future space needs, location requirements, business processes, and time schedule.
- 3.1.6 RPD will research the real estate market for availability of property to meet the requested needs.
- 3.1.7 Once appropriate properties are identified, RPD along with the requesting County Entities may tour the properties for inspection and viability of use.
- 3.1.8 RPD along with the requesting County Entity shall then determine which potential properties are viable and request written lease proposals as to those potential viable properties.

- 3.1.9 Upon receipt of the written lease proposals, RPD shall compile an evaluation matrix showing comparisons between the proposals.
 - 3.1.10 RPD shall then meet with the requesting County Entity to discuss the lease proposals and identify the best proposal(s) for further negotiation.
 - 3.1.11 RPD shall then proceed to negotiate final lease terms and conditions (i.e., rental rate, tenant improvements, maintenance responsibilities, utilities, etc.).
 - 3.1.12 If the lease agreement constitutes a lease/purchase agreement, appraisals as to the purchase price shall be obtained in accordance with the procedures in Section 2, Part 2, 3.2.2.
- 3.2 Drafting and Preparation of Lease
- 3.2.1 Upon successful negotiation of a property for lease, RPD shall prepare the contract review packet which shall at a minimum include the draft lease and all exhibits thereto, a copy from the State of Florida Division of Corporation's website verifying the landlord/entity's status as a legal entity, its officers, and registered agent, if applicable. In addition, RPD shall include the memo to the BCC or County Administrator as may be applicable.
 - 3.2.2 REM shall initiate the County Contract Review Process in accordance with either the County Agenda or Delegated Item process requirements
 - 3.2.3 Once contract review is completed, RPD forwards for execution the finalized lease along with the "Real Property Beneficial Disclosure" as required in Florida Statutes, §286.23, and the "Real Property Citizen Disclosure" form(s), which must be completed and included in the submission of any proposed lease to the BCC or County Administrator, as may be applicable.
 - 3.2.4 Upon final execution by the County, REM shall follow the process of closing out the issue and creating a permanent file and entering the lease into the RPD Tracking System.
- 3.3 Lease Management
- 3.3.1 If tenant improvements were required under the lease, REM shall visit site periodically to ascertain the schedule is being followed, and appropriate build-outs are included.
 - 3.3.2 RPD will identify and ensure that all utilities and/or services to be provided by the landlord have been provided. RPD will establish all necessary utilities and/or services as required of the County under the lease.

- 3.3.3 After the County Entity moves into the leased site, RPD shall visit the site to ensure that the County Entity's needs have been met and will take photos of the site which will be included in the file. RPD will further perform a review of emergency protocol with the County Entity.
- 3.3.2 The property shall be visited at least quarterly, and RPD shall assist the County Entity with any maintenance or landlord issues that may arise during the lease term.
- 3.3.3 RPD shall at least annually ensure compliance with lease insurance requirements.

3.4 Renewing and/or Extending Existing Leases

- 3.4.1 Notwithstanding the requirements herein, REM in consultation with the subject County Entity, is authorized to negotiate the renewal and/or extension of an existing lease or new lease with the same landlord at the same location when consideration of factors such as moving costs, location, tenant improvements, disruption of services, cost savings, etc., when it determines that it is in the best interest of the County to do so. All such renewals or extensions shall be approved by the BCC or the County Administrator as may be applicable.

PART 3.3 ST. PETERSBURG – CLEARWATER INTERNATIONAL AIRPORT

1.0 PURPOSE

The purpose of the procedures herein is to ensure consistency, uniformity and compliance with federal, Florida and local laws, as may be applicable, for all Airport real property transactions.

2.0 SCOPE

Pursuant to its auxiliary real estate responsibilities, the procedures below shall apply to all Airport real estate transactions; however, transactions involving airport terminal building rental agreements, space allocation agreements, operating permits, concession agreements, any and all permits, licenses related to aeronautical activities shall be promulgated in accordance with applicable Airport Minimum Standards as approved and adopted by the BCC.

3.0 PROCEDURE

3.1 Acquisition and Disposition

All acquisitions and/or disposition relating to Airport real property will be handled on Airport's behalf by REM in accordance with federal and state law, grant funding requirements as well as local laws and these procedures.

3.2 Leases

3.2.1 Airport staff will initiate, market, and negotiate all ground and building leases and amendments thereof, involving all Airport real property. Airport staff will coordinate drafting, review and approval of ground leases with RPD in order to ensure compliance with all federal and state laws, the FAA, and all local laws as well as these procedures, as applicable.

3.2.2 Airport staff will initiate the County contract review process which includes RPD review and oversight. Airport staff will initiate the County Assignment Tracking System (CATS) process and will work with RPD to jointly address, reconcile and implement any necessary changes as a result of contract review process.

3.2.3 Once finalized, the completed lease will be forwarded by Airport staff for execution to the prospective tenant; Airport staff will prepare the agenda package for BCC approval and execution.

3.2.4 Airport staff will distribute executed originals and copies as appropriate.

3.2.5 RPD will input all Airport leases into the County RPD Tracking system and will monitor upcoming lease renewals, rent redeterminations, and insurance certificates.

3.2.6 All Airport lease files will be located and maintained at Airport with copies to be provided to RPD.

3.3 Alternative Airport Lease Procedures

In addition to the procedures herein and in accordance with Florida law; Airport Staff may directly negotiate a lease of real property of an airport facility through the County Request For Negotiations (RFN) process as adopted by the BCC:

3.4 Other Written Instruments:

3.4.1 Airport staff, with RPD's assistance and review as needed, will draft other written instruments as may be required under the lease, including but not limited to, Lessor and/or subordination agreements, estoppel certificates, attornments, sublease approvals, assignments, etc., in order to ensure compliance with all federal and state law, local laws, these procedures and to further ensure lease compliance. An executed copy of same will be provide to RPD to ensure coordination of action and avoidance of any conflicts with other lessees, licensees and/or permittees.

SECTION 4: REAL ESTATE TRANSACTIONS INVOLVING PCEDA

1.0 PURPOSE

The purpose of the procedures herein is to ensure consistency, uniformity and compliance with federal, Florida and local laws, as may be applicable, for all real property transactions relating to the Pinellas County Economic Development Authority (hereinafter PCEDA).

2.0 SCOPE

The procedures below shall apply to all STAR Center written real estate instruments, including but not limited to: acquisitions and sales of full fee, acquisition and sales of less than full fee, easements, temporary constructions easements, rights of entry, access permits, release of property interests, leasing with PCEDA as landlord or as tenant, and any other PCEDA professional real estate support as requested.

3.0 PROCEDURE

3.1 Acquisition and Disposition

All PCEDA sales and/or disposition of real property will be done in accordance with Florida law.

3.2 Leases

3.2.1 STAR Center or other PCEDA staff will provide RPD with a completed Space Inquiry Form, which will describe the type of instrument and the terms thereof, as negotiated by the STAR Center or other PCEDA staff. This information will include, but not be limited to, the name of the prospective tenant, type of business, amount and type of space required, dates, rates, renewal options and rental redetermination terms.

3.2.2 The Space Inquiry Form will also note any special conditions; such as, a description of hazardous materials, special requirements related to security, operations, parking, roof access, extra-ordinary utility usage.

3.2.3 RPD and STAR Center or other PCEDA staff will jointly resolve any questions related to any prospective tenancy.

3.2.4 RPD will input project information in to County RPD Tracking System.

3.3 Preparing the Instrument

3.3.1 As may be applicable, RPD will utilize standard County documents in the drafting of instruments on behalf of the PCEDA and said instruments may include references and/or exhibits to, but not limited to, the following:

- Department of Energy (DOE) contract for sale and limiting conditions of liability for contamination
- STAR Center General Operating Procedures (GOP)
- Environmental permits
- Requirement to submit information per STAR Center facility permits.

3.3.2 RPD will draft the instrument and any related exhibits for internal RPD review and once RPD review is completed, the instrument and any exhibits thereto will be provided to STAR Center staff for their review and RPD and Star Center staff will jointly resolve any questions arising from this review.

3.3.3 RPD will process the instrument through the appropriate contract review process, and RPD will initiate the CATS process and make any necessary changes as a result of contract review.

3.3.4 Once finalized, the complete instrument will be forwarded to PCEDA staff for execution by third party and will return executed original and copies to RPD for County approval and execution.

3.3.5 One fully executed original will be provided to Board Records and copies will be distributed accordingly.

3.4 Contract Management

3.4.1 RPD will continuously maintain PCEDA real property files in the County RPD tracking system.

3.4.2 RPD will monitor upcoming PCEDA lease renewals and rental redeterminations and obtain insurance certificates, as required, and continuously maintain same.

3.4.3 All PCEDA real property files will be physically located and maintained at RPD.

SECTION 5: LICENSES AND PERMITS - (County as Licensor or Permitter)

1.0 PURPOSE

The purpose of the procedures herein is to ensure consistency, uniformity and compliance with federal, Florida and local laws, as may be applicable, for granting temporary or revocable licenses or permits to allow access to, or use of, County-owned property where conveyance of a property interest is not appropriate.

2.0 SCOPE

The procedures below apply to the use of licenses or permits where the County may grant access to, or use of County owned property except for those requests handled by BDRS and transactions involving Airport property utilized for aeronautical activities.

3.0 PROCEDURE

3.1 General Licenses and Permits

3.1.1 When a request for use or access to County-owned property is received, RPD will work with the County Entity with Custodial Management Responsibility, to determine if the request is in the County's best interest and serves a public purpose. The County may elect to enter into a license or permit where it is neither necessary nor prudent to convey or transfer an interest in County property. These written instruments shall be structured to be temporary, for an indefinite term, or for a term certain, but in any event shall be revocable at will at the County's sole discretion. As required by Risk Management, the County will require insurance and indemnification to protect County interest. No license or permit hereunder shall be binding upon the County until same is executed by the requesting party and by the County Administrator or his/her designee.

3.2 Residential Licenses

3.2.1 Upon request of the County Entity with Custodial Management Responsibility, RPD will draft licenses for residential use of County owned residences located in County parks and/or environmental lands. Such requests from the requesting County Entity shall include 1) the name(s) of the person(s) selected to occupy the residence under the license; 2) the location of the residence; and 3) the services and responsibilities to be provided by licensee, including, but not limited to, maintenance obligations and/or repair, on-site security and any other specific requirements of the licensee. RPD shall then draft the license and its terms and shall determine the license fee and the frequency of payment of same based on fair market rental value less the value of the aforementioned services, responsibilities and /or requirements of the proposed licensee.

SECTION 6: SALE OF SURPLUS REAL PROPERTY AND SURPLUS REAL PROPERTY INTERESTS (County Grantor)

PART 6.1 SALE OF SURPLUS REAL PROPERTY

1.0 PURPOSE

The purpose of the procedures herein is to ensure consistency, uniformity and compliance with federal, Florida and local laws, as may be applicable, relating to the disposition of County owned real property identified by the BCC as no longer having a current or anticipated future County need or use, (hereinafter “Surplus property”).

2.0 SCOPE

The procedures below apply to the sale, transfer, exchange or disposition of any and all BCC identified Surplus County real property.

3.0 PROCEDURE

3.1 Identification of Potential Surplus Property

- 3.1.1 When a County owned parcel is identified as potentially Surplus by the County Entity with the Custodial Management Responsibility, such County Entity will offer a recommendation, in writing, to the REM, to initiate these procedures for the declaring and/or disposition of the Surplus property.
- 3.1.2 RPD will then analyze the potential uses for the real property recommended as potential Surplus. This analysis shall include review by all appropriate County Entities for their respective needs or any possible future need.
- 3.1.3 If no County need or use is found, and the real property does not appear to be appropriate to hold for potential future use, RPD shall recommend that the BCC declare the property Surplus and authorize its sale, transfer, exchange or disposition.
- 3.1.4 The County Administrator or his designee will review each staff recommendation to sell County real property, prior to submitting a memo to the BCC.
- 3.1.5 Appropriate RPD staff shall prepare an estimate of value for the Surplus property in accordance with the Standard Valuation Procedures.

- 3.2 For a parcel identified as potential surplus to be sold, transferred, exchanged or otherwise disposed of, the following actions are required:
- 3.2.1 BCC must declare the Parcel as Surplus
 - 3.2.2 BCC determines the parcel's disposition: sale, exchange or transfer
 - 3.2.3 BCC establishes the base bid or minimum sale price, as applicable
 - 3.2.4 BCC determines whether to waive mineral rights is received if requested.
 - 3.2.5 BCC authorizes advertisement of the sale of potential Surplus, as applicable
- 3.3 Sale, Transfer or Exchange of County Surplus Parcels
- 3.3.1 The BCC may, in accordance with appropriate Florida law, determine that a Parcel they have declared Surplus can be sold, transferred, exchanged or otherwise disposed of by:
 - competitive bid
 - private sale to adjacent property owners
 - exchange
 - transfer to another County Entity
 - deed to the Economic Development Authority, who may the sell the property
 - deed to the Housing Finance Authority
 - deed to a municipality or other qualified organizations
 - 3.3.2 The County will not provide evidence of marketability of title for the conveyed County-owned Parcels except when authorized by the REM Director.
 - 3.3.4 When appropriate, a County Deed will be prepared in accordance with Section 125.411, Florida Statutes.
 - 3.3.5 RPD shall record or ensure the recordation of the deed after the closing is completed.
 - 3.3.6 An action of the BCC declaring a Parcel as Surplus and authorizing its disposal shall remain effective, until 1) its disposal, 2) it is subsequently determined by RPD that the Parcel is needed for County purposes, or 3) RPD staff determines that market conditions have changed such that the value approved by the BCC for disposal has changed (as determined in accordance with the valuation procedures established herein) making consideration of the reestablishment of the base bid, or minimum sale price by the BCC, as appropriate.

3.4 Donations of Surplus Parcels and Structures

- 3.4.1 Donations of Surplus Parcels and Structures shall be in accordance with Florida Statutes and the Pinellas County Code, as applicable, which also shall be used to determine “Qualifying Organizations.”
- 3.4.2 Each request from a Qualifying Organization for donation of structures, residences, and real property, shall be submitted in writing to the REM for the BCC consideration and action.
- 3.4.3 The Qualifying Organization requesting donation may petition the BCC through REM, pursuant to Section 270.11, Florida Statutes, for the release of County-reserved mineral rights on real property donated by the County to the Qualifying Organization.
- 3.4.4 The RPD shall query all other County Entities for their potential use.
- 3.4.5 REM shall notify the Qualifying Organization requesting the donation of the BCC’s action as to their request and to further advise as to any attendant conditions such as insurance, indemnification, or time requirements. The Qualifying Organization shall not occupy property or remove structures before the issuance of a Bill of Sale and/or County Deed (as applicable).
- 3.4.6 All properties shall be donated in an “as is” condition, with no warranties or representations as to condition.
- 3.4.7 The County will not provide evidence of marketability of title for the former County-owned properties unless authorized by the REM Director. Any desired title insurance may be purchased at the expense of the Qualifying Organization.
- 3.4.8 After REM receives evidence that all conditions of the donation have been met, a County Deed and/or Bill of Sale, as appropriate, shall be executed by the Chair of the BCC or his or her designee for each conveyance. The grantee shall be responsible for payment of documentary stamps if any are required. The County will record the documents.
- 3.4.9 Personal property acquired by the County as a result of a real property acquisition will be disposed of in accordance with County policy or procedures, and state law.

**PART 6.2 SALE OF LESS THAN FULL FEE - EASEMENT
(County as Grantor)
MODIFICATION, RELEASE, ASSIGNMENTS, TRANSFER OR
TERMINATION OF A PART OR WHOLE PORTION OF EASEMENT
HELD BY THE COUNTY**

1.0 PURPOSE

The purpose of the procedures herein is to ensure consistency, uniformity and compliance with federal, Florida and local laws, as may be applicable, relating to the disposition of a County owned real property interest (less than full fee) identified by the BCC as no longer having a current or anticipated future County need or use, (hereinafter “Surplus Easement”).

2.0 SCOPE

The procedures below apply to the sale, modification, release, assignments, transfer, or termination of any and all BCC identified Surplus County owned real property interest (less than full fee).

3.0 PROCEDURE

3.1 Identification of Surplus Easements

3.1.1 The property owner, whose property is encumbered by the potentially Surplus easement must request in writing a release of the whole or a portion of the easement directed to RPD. The owner must state the reason for the request. The property owner is responsible to submit a sketch and legal for the portion or the whole that is requested to be released or terminated.

3.1.2 When a County-owned easement is identified as a potentially Surplus Easement by the County Entity with Custodial Management Responsibility, it will offer a recommendation in writing to RPD to initiate procedures to declare the County-owned easement a Surplus Easement. The County Entity must include a sketch and legal of the portion or the whole that is requested to be released, amended, or terminated.

3.2 RPD will analyze the continued County use or need for the easement that has been recommended to be declared a Surplus Easement. This analysis shall include review by all appropriate County Entities for their respective needs or any anticipated County need.

3.3 If no current or anticipated County need is found, RPD shall advise the County Administrator, or his designee to declare all or a portion of the easement surplus and authorize modification, release, assignment, transfer, or termination.

3.4 In the event that the Surplus Easement was purchased for value, RPD shall require the payment of value for the modification, release, assignment, or termination of

the easement. Notwithstanding the foregoing, the County may in its discretion require payment for the modification, release, assignment, or termination of an easement. The easement value will be established in accordance with the valuation procedures herein relating to full fee acquisition.

- 3.5 The BCC or as may be delegated to the County Administrator will approve all such transactions.

SECTION 7: ACCEPTANCE AND/OR REJECTION OF INTERESTS IN REAL PROPERTY CONVEYED/DEEDED TO THE COUNTY

1.0 PURPOSE

The purpose of the procedures herein is to ensure consistency, uniformity and compliance with federal, Florida and local laws, as may be applicable, relating to the acceptance and/or rejection on an interest in real property.

2.0 SCOPE

The procedures below apply to the acceptance or disclaimer of any interest in property deeded to the County without the specific knowledge, or permission of the County Administrator or his or her designee.

3.0 PROCEDURE

Once an interest in property is identified as having been deeded to the County, with or without specific knowledge or permission of the County, the deed shall be sent to REM who will then determine (1) potential use or need of the interest in property by County Entities and (2) coordinate due diligence of the interest in property to ascertain any encumbrances, liens, and the environmental and/or geotechnical condition of the Parcel.

If an interest in property is determined to be needed or desired by the County and the due diligence reveals no negative fiscal impact or liability to the County, then the RPD, in consultation with the County Attorney's Office, shall prepare a resolution accepting same and shall notify the Property Appraiser's Office and all other applicable County Entities of such acceptance.

If the interest in property is neither needed nor desired by the County for any reason, the RPD, in consultation with the County Attorney's Office, shall prepare a resolution rejecting same and shall further prepare a Disclaimer of Real Property Interest and Renunciation of Deed for execution by the Chairman of the Board of County Commissioners and recording in the Official Records of Pinellas County. Once said Disclaimer is executed, a copy of same shall be provided to the Property Appraiser's Office.

SECTION 8: RELEASE OF INTERESTS IN REAL PROPERTY BY PETITION TO VACATE

1.0 PURPOSE

The purpose of the procedures herein is to ensure consistency, uniformity and compliance with federal, Florida and local laws, as may be applicable, relating to the release of interests in real property.

2.0 SCOPE

The procedures below apply to all releases of interests in real property, as requested by County Entities or citizens.

3.0 PROCEDURE

3.1 Release of interests in real property subject to Sections 177.101, or 336.09 through §336.12, Florida Statutes, as applicable and as may be amended from time to time will be handled accordingly.

3.1.1 All such releases shall utilize the appropriate RPD Application form and process for the filing of such a petition.

3.1.2 All fees for release of interests in real property covered above shall be established by BCC resolution.

3.2 In addition to the statutory notice requirements under Florida law, the County will endeavor to ensure provision of the following additional non-statutorily required “courtesy notice” as follows:

3.2.1 As practicable, a posting of a “Notice of Petition to Vacate” sign and/or placard on the subject property; and

3.2.2 A written courtesy notice as to the pending petition to vacate will be mailed to all property owners whose drainage or access is directly affected by a petition, and property owners adjoining the property or interest to be vacated and any property owners adjoining those property owners, but in no event shall the courtesy notice requirement exceed two hundred (200) feet from the outside boundaries of the subject property or interest to be vacated, or in cases of a plat or right of way dedicated by plat, the courtesy notice provided shall not exceed the boundaries of the plat. The failure to provide any Courtesy Notice as set forth above shall not prevent or affect any BCC consideration, review and or action as to these matters.

SECTION 9: SELECTION OF PROFESSIONAL SERVICES

1.0 PURPOSE

The purpose of the procedures herein is to ensure consistency, uniformity and compliance with federal, Florida and local laws, as may be applicable, relating to the engagement of appropriate professionals or qualified appraisers as required for the conduct of County real estate business or for other purposes as required by Florida Statutes or the Pinellas County Code.

2.0 SCOPE

For the scope of this procedure, an “Appropriate Professional” is a person who holds professional designations to perform services required for real property transactions, or an organization employing such persons. Appropriate Professionals include, but are not limited to, licensed real estate professionals, including qualified appraisers, land surveyors, land planners, property title research professionals, environmental civil or structural engineers, certified public accountants, and other consultants as the project may require. The professional herein shall affirm that they have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder and shall further affirm not to employ any person having such interests during the term of engagement with the County.

For the purposes of this procedure, a “Qualified Appraiser” is a person who is a State Certified Appraiser as defined by Section 475.01, Florida Statutes and who holds a professional designation from a recognized appraisal organization as defined in Section 253.025 (6)(b), Florida Statutes. Qualified Appraisers will be selected from the Master List of pre-qualified appraisers established in accordance with Section 9, 3.2.2 of this procedure. Qualified Appraisers listed on State of Florida agency approved lists, or which have an existing State or Federal Government annual contract are approved for use by REM.

3.0 PROCEDURE

3.1 Selection of Appropriate Professionals

- 3.1.1 REM will select and contract with Appropriate Professionals in accordance with applicable law and will be tasked under existing annual contract(s) through the Purchasing Department (utilizing CCNA procedures where necessary or applicable), or other contracts authorized by the Purchasing Department such as those listed on State of Florida contract lists, or Federal Government contract lists.
- 3.1.2 Selection for tasking of an Appropriate Professional will be made by REM who will solicit quotes in response to a scope of work which includes a time requirement. REM will evaluate submitted quotes, giving consideration to the following categories: existing contracts, service fees,

responsiveness to time requirements, responsiveness to scope of work, and past experiences of REM with the Appropriate Professional.

3.1.2.1 In accordance with County purchasing procedures, the selection and engagement of an Appropriate Professional will be made under an existing annual contract, or by contract or letter agreement containing a not-to-exceed amount within the following ranges:

- RPD Manager, when fees for services are less than \$15,000.
- REM Director, when fees for services are between \$15,000 up to and including \$25,000.
- Purchasing Director when fees for services are between \$25,000 up to and including \$100,000.
- County Administrator when the fees for services are over \$100,000 up to and including \$250,000.
- Purchasing Procedures, other County policy and state law shall govern the selection and contracting in excess of \$250,000.

3.2 Selection and Engagement of Qualified Appraisers

3.2.1 For the purposes of this procedure, a “Qualified Appraiser” is a person who is a State Certified Appraiser as defined by Section 475.01, Florida Statutes and who holds a professional designation from a recognized appraisal organization as defined in Section 253.025(6)(b), Florida Statutes. Qualified Appraisers will be selected from the master list of pre-qualified appraisers established in accordance with Section 9, Paragraph 3.2.2 of this procedure. Qualified Appraisers listed on State of Florida agency approved lists, or have an existing State or Federal Government annual contract are approved for use.

3.2.2 A Master List of Qualified Appraisers will be established to expedite the process of contracting for appraisal services as follows:

3.2.2.1 Every three to five (3-5) years, an advertisement for Qualified Appraisers will be made inviting interested appraisers to submit their qualifications for consideration for inclusion on the Master List. Appraisers currently on the Master List or those having expressed an interest may also be notified of the re-advertisement by letter or other communications.

3.2.2.2 Applicants or firms submitting applications will provide information on the employees, partners or principals who will

prepare appraisal reports for the County. Applications will include, at a minimum, the following information:

- Proof of any professional designations and affiliations claimed.
- Proof of certification by the State of Florida.
- Details of relevant education and training:
 - Name of course or degree program
 - Name and address of conferring institution or organization
 - Date of completion
- Details of significant appraisal projects:
 - Location and type of properties appraised
 - Distinguishing or noteworthy factors in the appraisal
- Statement of qualification as an expert witness for court testimony, if applicable.
- A copy of a recently prepared appraisal report
- Details of business operation (applicable to firms of the appraisers submitting applications)
 - Name and address of business
 - Number of years in business
 - Percentage of business activity involved in real property appraisal
- Names and contact information for three or more prior or existing clients

3.2.2.3 Applications for inclusion on the Master List of Qualified Appraisers will be reviewed and evaluated by a Selection Workgroup consisting of the following persons:

- RPD Manager
- REM Director
- Other selected County Entities staff

3.2.2.4 The Selection Workgroup will review applications, and select the applicants meeting the best interests of the County for inclusion on the REM Master List of Qualified Appraisers. Selection to the REM Master List of Qualified Appraisers does not guarantee engagement of services. Each tasking shall be made as appropriate to meet the needs of the County.

3.2.3 The County's Master List of Qualified Appraisers shall be used to obtain appraisal services as follows:

- REM will solicit fee quotes from Qualified Appraisers to accomplish an REM stated scope of work including time requirements.

- REM will evaluate the fee quotes received from Qualified Appraisers in response to the REM scope of work and time requirement. REM will evaluate giving consideration to the following categories: service fees, responsiveness to time requirements, and responsiveness to scope of work.

3.2.4 Selection of a Qualified Appraiser will be made by:

- RPD when the fees for services are less than \$15,000.
- REM, Director when the fees for services are \$15,000 up to and including \$25,000.
- Purchasing Director when fees for services are between \$25,000 up to and including \$100,000.
- County Administrator when the fees for services are over \$25,000 up to and including \$250,000.
- Purchasing Procedures, other County policy and state law shall govern the selection and contracting in excess of \$250,000.

3.3 Appropriate Professionals Selected by Other Party to a County Real Property Transaction

- 3.3.1 Negotiations prior to consummation of an REM transaction may include other parties' right to select supporting Appropriate Professionals assistance. Accordingly, as part of negotiations, the County may elect to pay for such reasonable Appropriate Professionals assistance to other parties, or in some instances, Florida Statutes may require the County to pay for such Appropriate Professionals assistance, regardless of whether or not the transaction is finalized.

SECTION 10: REAL PROPERTY CUSTODIAL MANAGEMENT

1.0 PURPOSE

The purpose of the procedures herein is to ensure consistency, uniformity and compliance with federal, Florida and local laws, as may be applicable to County Entities in their responsibility to manage assigned Real Property.

2.0 SCOPE

This procedure herein applies to the custodial management responsibilities of all County Real Property.

3.0 PROCEDURE

Assignment or Determination of Custodial Management Responsibility.

3.1 Acquisitions – The County Entity requesting or initiating the acquisition of real property shall be assigned the property’s Custodial Management Responsibility upon the completion of the acquisition of same, unless otherwise as provided by agreement or as determined by the County Administrator or his or her designee.

3.2 Reassignment –

3.2.1 If the County Entity with Custodial Management Responsibility determines that particular real property is no longer instrumental to the mission of such County Entity, then the County Entity may so advise and apply to REM for reassignment of Custodial Management Responsibility. The reassignment of Custodial Management Responsibility shall not be effective until a separate County Entity has been assigned same by the County Administrator or the property is sold to another entity pursuant to the procedures relating to Surplus real property contained herein. No other transfer of Custodial Management Responsibility shall be effective.

3.2.2 REM shall inquire of other appropriate County Entities to determine whether or not the real property is usable in the mission of any other County Entity. If so, REM shall reassign in writing Custodial Management Responsibility to such County Entity. If no other County Entity has present or future potential use for the real property, then REM shall commence with the Surplus real property procedures.

SECTION 11: TRANSFER OF REAL PROPERTY BETWEEN GENERAL FUND ENTITIES AND ENTERPRISE FUND ENTITIES

1.0 PURPOSE

The purpose of the procedures herein is to ensure consistency, uniformity and compliance with federal, Florida and local laws, as may be applicable and to provide guidelines as to transfers between General Fund Entities and Enterprise Fund Entities.

2.0 SCOPE

This procedure herein applies to transfers of County-owned real property between general fund entities and enterprise fund entities.

3.0 PROCEDURE

3.1 The County Administrator shall review each request for transfer of County-owned real property between General Fund Entities and Enterprise Fund Entities.

3.2 Following preliminary County Administrator approval, the transfer request shall be referred to REM for coordination of the transfer.

3.3 An estimate or appraisal of the value of the property shall be obtained as follows:

- Appropriate RPD Qualified Staff shall prepare an estimate of the property value in accordance with the Standard Valuation Procedures herein relating to full fee acquisition.
- If the value of the property exceeds \$100,000, as estimated in accordance with the valuation procedures cited above, the Just/Market Value of the property, as defined and established by the Property Appraiser, shall be considered the value for County purposes. However, if the REM Department Director deems it necessary, an independent certified appraisal may be obtained to establish the property value for County purposes. The costs of any such independent certified appraisal shall be split and paid in equal shares by each of the funds involved unless otherwise directed by the County Administrator or his designee.

3.4 The transfer shall be submitted to the BCC, or as applicable, the County Administrator for approval and subsequently recorded in the appropriate enterprise fund and account group at the estimated or appraised value.

APPENDIX A

REM- RPD Procedures

GLOSSARY - ACRONYMS

ASC - Accounting Systems Coordinator

ASTM – E-1527 – American Standard Testing Measures

BCC - Board of County Commissioners

BOARD - Board of County Commissioners

BDRS – Building Design Review Services

BFSS – Business Finance Support Section

CAC - Contract Administrator Coordinator

CAS – Contracts Administration Section

CATS – County Assignment tracking System

CIP – Capital Improvement Program

CMA – Comparable Market Analysis

CPI – Consumer Price Index

County - Pinellas County Government

DOE – Department of Energy

ESA – Environmental Site Assessment

FAA – Federal Aviation Administration

PCEDA – Pinellas County Economic Development Authority

REM – Real Estate Management Department

RES - Real Estate Specialist

ROE – Right of Entry

ROW – Right of Way

RPD - Real Property Division

RT – Records Technician

SOS - Senior Office Specialist

SRE – Senior Real Estate Specialist

STR – Section, Township, and Range

TCE – Temporary Construction Easement

WebX – Application Xtender

APPENDIX B

DEFINITIONS

Acquisition in Advance of Eminent Domain:

Acquisitions conducted to support an identified Capital Improvement Project, after the holding of a Public Meeting on the project, but in advance of a BCC resolution of necessity authorizing eminent domain, are referred to as Advanced Acquisitions. While the legal threshold of necessity for a public purpose may not have been determined by the BCC, as required by law, the holding of the Public Meeting on the project, during conceptual phases, for legislative planning purposes, has the potential impact of putting all property in the project area under the perceived “threat of eminent domain.” Citizens perceiving eminent domain in effect will be expecting the benefits of eminent domain. The BCC Real Estate Practices Policy and these REM Procedures allows for such benefits to be negotiated by RPD, as necessary, to reach an agreement and closing

Airport: Management and staff working within the administrative offices of the Clearwater/St. Petersburg International Airport.

Appropriate Professional:

A person who holds professional designations to perform services required for real property transactions, or an organization employing such persons. Appropriate Professionals include, but are not limited to, licensed real estate professionals, including qualified appraisers, land surveyors, land planners, property title research professionals, environmental engineering professionals, structural engineers, and other consultants as the project may require.

Avigation Easement:

An easement located in the air above the ground of a defined size and shape to support the airport or aviation needs.

CATS (County Assignment Tracking System):

Used by all County departments to track formal assignments, contract reviews, board packets, and other.

CIP: A six year plan, which identifies capital projects, provides a planning schedule, and identifies options for financing the plan.

Closing Check:

A check presented during the real estate settlement that represents the balance owed on the purchase price.

Comparative Market Analysis (CMA):

See Staff Appraisal or Staff Comparative Market Analysis (CMA) – An opinion of value report, developed by a Qualified County Staff, for the use of Pinellas County Government only, following the professional standards set out by the Uniform Standards of Professional Appraisal Practice (USPAP), The Appraisal Standards Board of The Appraisal Foundation and as allowed by Florida Statutes Section 475 Part I & II.

Constitutional Officers:

All Pinellas County Offices headed by an elected official as recognized in the Pinellas County Charter or the Florida Constitution.

Contract Review Process:

The process and protocol directed by the County Administrator’s office and presented in County Administrator’s publication titled: “Guidelines for Preparing Agenda and Delegated items For the Pinellas County Board of County Commissioners”.

County Entity Project Manager:

The county employee assigned and authorized the overall management responsibility for a county project. The person in charge of the project and responsible for the project success of being completed on time and on budget.

CPI:

Consumer Price Index published by the Bureau of Labor Statistics, United States Department of Labor. One of several methods for establishing periodic rental adjustments.

Custodial Management Responsibility:

A department under the County Administrator or a Constitutional Office that requested the acquisition and use of real property or was assigned the use of real property. That department has the custodial responsibility for the property that includes but is not limited to the following: security of the property, clean and reasonable maintenance of the property (mowing, tree, bush trimming and removal).

Departments -

- Airport:** The St. Petersburg – Clearwater International Airport
- BDRS:** Department of Building and Development Review Services
- CEL:** Department of Culture Education and Leisure
- PW:** Department of Public Works

Enterprise Fund:

A fund whose source of revenue is derived from fees for services rendered.

Emergency:

An event causing disruption of essential County operations, or when there exists a threat to public health, welfare and safety, or when the immediate protection and preservation of public or private property is required.

Excess Easement:

A County owned real property interest (less than full fee) identified by the BCC as no longer having a current or anticipated future County need or use. (Also see Surplus Easement)

FAA:

Federal Aviation Administration, an agency of the United States Department of Transportation with authority to regulate and oversee all aspects of civilian aviation in the U.S.

Forms Library:

Contains contracts, instruments, and other documents essential to RPD operations. The forms are built on a flexible framework and provide guidance to staff in meeting the requirements of each project

GOP's:

General Operating Procedures for tenants of the STAR Center

Instrument:

A written legal document, created to establish the rights and liabilities of the parties to it.

Landlord:

Entity County seeks to lease from.

Parcel:

A defined piece of real estate, usually resulting from the division of a large area of land.

PCEDA's STAR Center:

The Young – Rainey STAR (Science, Technology and Research) is a commercial, high technology center, owned and operated by the government of Pinellas County as a joint public and private enterprise supporting start-up business in high technology and advanced research.

Public Meeting:

Any publicly noticed presentation by County Staff to the public relating to a proposed capital improvement project identified within the six-year CIP Work Plan

Qualified Appraiser:

A person who is a State Certified Appraiser as defined by Section 475.01, Florida Statutes and who holds a professional designation from a recognized appraisal organization as defined in Section 253.025 (6)(b), Florida Statutes.

Qualified County Staff or Qualified Staff:

An individual employed full time by Pinellas County Government who is assigned to the Department of Real Estate Management, Real Property Division, who by reason of their professional training and experience is assigned as a Real Estate Specialist, Senior Real Estate, Real Estate Coordinator or Real Property Manager.

Qualifying Organization:

Any entity as defined in accordance with Section 125.38 Florida Statutes, and the Pinellas County Code.

REM: Real Estate Management Department.

RPD: Real Property Division

RPD Notice to Proceed:

Projects identified in the County's current CIP Six Year Plan which contain an identified and funded acquisition line, a written RPD Notice to Proceed memorandum is required and shall be routed through the Requesting Department Director and the appropriate County Administrator's Office staff to the REM. This request for real estate acquisition will also identify the property by tax parcel ID number and/or the street address as well as the source of the funding for the acquisition or efforts in preparation for acquisition. Additionally, the RPD Notice to Proceed memorandum will have attached a signed and sealed survey sketch and description.

RPD Qualified Staff:

An individual employed full time by Pinellas County Government who is assigned to the Department of Real Estate Management, Real Property Division, who by reason of their professional training and experience is assigned as a Real Estate Specialist, Senior Real Estate, Real Estate Coordinator or Real Property Manager.

RPD Tasking Memo:

A detailed written memorandum, routed through the Requesting Department Director and through the appropriate County Administrator's Office staff to the REM. The request for real estate acquisition will identify the property by tax parcel ID number and/or the street address as well as the source of the funding for the acquisition or efforts in preparation for acquisition. The planned use of the property shall be identified in the RPD Tasking Memo provided by the County Entity, and as applicable, shall further identify any particular investigation necessary to ascertain the suitability for such planned use.

RPD Tracking System:

The computer program/ software by which the Real Property Division tracks and maintains accountability of at the county's leases, property

transactions, and property the county owns.

Sales Comparative Value (SCV):

Determined by the Pinellas County Property Appraiser's office. Defined as the preliminary value indication based on the sales comparison approach to value only.

Space Inquiry Form:

A memo from the STAR Center with the terms and conditions of negotiations to facilitate RPD in constructing a draft lease.

Staff Appraisal or Staff Comparative Market Analysis (CMA):

An opinion of value report, developed by a Qualified County Staff, for the use of Pinellas County Government only, following the professional standards set out by the Uniform Standards of Professional Appraisal Practice (USPAP), The Appraisal Standards Board of The Appraisal Foundation and as allowed by Florida Statutes Section 475 Part I and II.

Standard Valuation Procedures:

The procedures outlined within Section 2, Part 2.1, and Subsections 3.2.2 - 3.2.5 inclusive.

Successful Bidder:

Individual or group that has been awarded the right to enter into a lease or property sales contract.

Surplus Easement:

A County owned real property interest (less than full fee) identified by the BCC as no longer having a current or anticipated future County need or use.

Surplus Property:

County owned real property identified by the BCC as no longer having a current or anticipated future County need or use.

SERVICE LEVEL MATRIX:

<u>SERVICE</u>	SERVICE LEVEL				
	A High Traffic				
1. <u>GENERAL OFFICE AREAS</u>					
a. Vacuum carpeted floors	M/W/F				
b. Empty office trash, replace all liners and return receptacles to original location	Daily				
c. Empty recycling bins	Weekly				
d. Wet mop and remove scuff marks from all non-carpeted floors	Daily				
e. Clean and thoroughly polish drinking fountains	Daily				
f. Clean and disinfect all public counters	Daily				
g. Remove fingerprints from entrance glass	Daily				
h. Clean and disinfect doorknobs and light switches	Daily				
i. Spray buff all tile / terrazzo floor areas according to industry standards.	Weekly				
j. Clean vertical and/or mini blinds	Bi-Weekly				
k. Dust tops of desk areas in offices.	Weekly				
l. Clean and polish stainless steel, chrome, and brass surfaces, ensuring the polish does not stain or mark area around push plates or other fixtures.	Monthly				
m. Wipe down doors with non-abrasive cleaner	Monthly				
n. Wipe clean all vents and diffusers	Weekly				
o. Dust horizontal & vertical surfaces	Weekly				
p. Spot clean carpets	As Needed				
q. Vacuum with hand tool around copy machines and other equipment					
2. <u>CONFERENCE ROOMS:</u>					
a. Vacuum carpeted floors	Daily				
b. Empty trash, replace all liners and return receptacles to original location	Daily				
c. Damp mop and remove scuff marks from all non-carpeted floors	Daily				
d. Clean and disinfect conference tables	Daily				
e. Dust all ledges	Weekly				
f. Wipe clean all vents and diffusers	Weekly				
g. Clean glass cases	Monthly				
h. Dust horizontal & vertical surfaces	Weekly				
i. Spot clean carpets	As Needed				
		<u>SERVICE LEVEL</u>			

SERVICE	A				
	High Traffic				
3. REST ROOMS:					
a. Wet mop floors using a germicidal detergent solution	Daily				
b. Empty receptacle trash, replace liner	Daily				
c. Empty and clean sanitary napkin disposal units and wrap for separate disposal. Replace liners	Daily				
d. Clean and polish mirrors	Daily				
e. Clean and disinfect toilets and urinals, inside and out and install urinal deodorizer blocks as designated. Polish bright work. Clean toilet seats on both sides. Remove any rust, discoloration, and calcium build-up on/around bathroom fixtures with a non-acidic product. No chemicals are to be left in toilets or urinals or on fixture surfaces. Waterless urinals require special spray cleaning and maintenance.	Daily				
f. Wipe towel cabinets	Daily				
g. Check and refill all toilet paper, towel dispensers, hand soap dispensers, etc. Replacement soap cartridges shall be of the type designated for the dispenser.	Daily				
4. FITNESS CENTERS:					
h. Scrub shower walls and remove soap build-up using a disinfectant fungicide product REF: FITNESS CENTER SECTION (p. 31, Section B.8)	Daily				
i. Clean and disinfect sinks and countertops. Polish bright work.	Daily				
j. Wash entrance doors and walls with a disinfectant.	Weekly				
k. Pour a solution of germicidal detergent, previously approved by Facility Representative, down the floor drain to fill the drain trap.	Weekly				
l. Vacuum and wipe clean all vents and diffusers	Weekly				
m. Wipe clean partition tops, partition sides, ledges, vents, louvers in doors, tops of mirrors and lights.	Monthly				
n. Clean and polish stainless steel, chrome, and brass surfaces, insuring the polish does not stain or mark area around push plates or other fixtures.	Monthly				
o. Dust horizontal & vertical surfaces	Weekly				
p. Clean and disinfect trash receptacles	Monthly				
q. Machine scrub floors	Monthly				
r. Clean floor grout (see section 3 for detail)	Semi-Annually				

<u>SERVICE</u>	SERVICE LEVEL				
	A High Traffic				
5. <u>KITCHENS AND BREAK ROOMS:</u>					
a. Empty kitchen trash and replace liners	Daily				
b. Wet mop non-carpeted floors	Daily				
c. Clean and disinfect sinks and counters	Daily				
d. Vacuum carpeted floors	Daily				
e. Wipe down outside of cabinetry	Weekly				
f. Clean vertical and/or mini blinds	Monthly				
g. Wipe clean all vents, diffusers, and exhaust hoods	Weekly				
h. Clean and polish stainless steel, chrome and brass surfaces, ensuring the polish does not stain or mark area around push plates or other fixtures.	Monthly				
i. Dust horizontal & vertical surfaces	Weekly				
j. Machine scrub floors	Monthly				
k. Clean floor grout (see section 3 for detail)	Semi-Annually				
6. <u>LOBBIES, ENTRANCES & VESTIBULES:</u>					
a. Vacuum carpeted floors	Daily				
b. Wet mop all non-carpeted floors	Daily				
c. Clean entrance glass doors and revolving glass doors. Clean framework, including transoms and sidelights- interior and exterior	Daily				
d. Clean ledges and moldings, inside and exterior of entry way doors	Daily				
e. Empty, replace liner, and clean outside of trash cans	Daily				
f. Clean, disinfect and polish all public telephones	Daily				
g. Clean all door brass and/or stainless brushed steel	Daily				
h. Empty all exterior ashtrays, recycling and trash receptacles of cigarette butts and debris	Daily				
i. Continuously dry mop non-carpeted lobby floor on rainy days, during normal business hours	As Needed				
j. Wipe clean and polish all glass and mirrored surfaces	Daily				
k. Remove unsightly soil, grass, leaves, cans, litter, etc. from the building exterior, patios, and surrounding areas. Maintain areas around all dumpsters free of litter, trash, etc. Police grounds, parking areas, sidewalks (adjacent to buildings out to the curbing of the sidewalks), exterior exit landings, and exterior stairs.	Daily				
l. Dust and wipe clean all flat surfaces, walls, windowsills, pillars and other flat areas	Weekly				

<u>SERVICE</u>	SERVICE LEVEL			
	A High Traffic			
7. LOBBIES, ENTRANCES & VESTIBULES(Con't)				
m. Machine scrub non-carpeted floors	Weekly			
n. Clean vertical and/or mini blinds	Weekly			
o. Wipe clean all vents and diffusers	Weekly			
p. Clean and polish stainless steel, chrome, and brass surfaces, ensuring the polish does not stain or mark area around push plates or other fixtures	Monthly			
q. Dust horizontal & vertical surfaces	Weekly			
r. Wash all public waste receptacles	Quarterly			
s. Spot clean carpets	As Needed			
t. Clean floor grout (see section C3 for detail)				
u. Sweep NW laundry room area concrete floor (Building 16 only)				
8. CORRIDORS:				
a. Vacuum carpeted floor	Daily			
b. Damp mop and/or spray buff all non-carpeted floors	Daily			
c. Empty, replace liner and wipe trash receptacles	Daily			
d. Wipe clean all vents and diffusers	Weekly			
e. Clean and polish stainless steel, chrome, and brass surfaces, ensuring the polish does not stain or mark area around push plates or other fixtures.	Monthly			
f. Dust horizontal & vertical surfaces	Weekly			
g. Spot clean carpets	As Needed			
h. Clean vertical and/or mini blinds	Weekly			
i. Wax and strip non-carpeted floors per the Floor Care Section, (see section C3 for detail)				
9. STAIRWAYS:				
a. Sweep or vacuum steps and landings	M/W/F			
b. Wipe banisters and ledges	M/W/F			
c. Wet mop non-carpeted stairs and landings	Weekly			
d. Wipe and clean all railings and doors	Weekly			
e. Wipe clean all vents and diffusers	Weekly			
f. Clean and polish stainless steel, chrome, and brass surfaces, ensuring the polish does not stain or mark area around push plates or other fixtures.	Monthly			
g. Dust horizontal & vertical surfaces	Weekly			
h. Spot clean carpets	As Needed			

SERVICE	SERVICE LEVEL				
	A High Traffic				
10. ELEVATORS:					
a. Wipe elevator cab walls to keep high sheen and to remove fingerprints	M/W/F				
b. Clean and disinfect control button panel	M/W/F				
c. Vacuum carpeted floor, wet mop non-carpeted floors	M/W/F				
d. Clean and vacuum all door tracks and polish all door interior and exterior surfaces	M/W/F				
e. Wipe mirrored surfaces in the elevator cabs	M/W/F				
f. Wipe clean all ledges, vents and diffusers	Weekly				
g. Clean and polish stainless steel, chrome, and brass surfaces, insuring the polish does not stain or mark area around push plates or other fixtures.	Monthly				
h. Dust horizontal & vertical surfaces	Weekly				
i. Spot clean carpets	As Needed				
11. GENERAL WAREHOUSE AREA:					
a. Empty trash, replace all liners and return receptacles to original location.					
b. Clean and thoroughly polish drinking fountains					
c. Sweep, wet mop and remove scuff marks from all non-carpeted floors					
d. Wipe clean all vents and diffusers					

Exhibit "F"
PROFORMA

PROPOSED LEX FOUNDATION INCOME/EXPENSE			
Year One	Year Two	Year Three	
\$ 185,898	\$ 191,534	\$ 197,176	Current Rent
	\$ 21,866	\$ 25,000	Additional Rent
\$ 70,000	\$ 70,000	\$ 70,000	CFTB Commitment
\$ 5,000	\$ 50,000	\$ 75,000	Grants
\$ 250,000	\$ 200,000	\$ 175,000	CRA \$175,000 years 4-5
\$ 104,055	\$ 104,055	\$ 104,055	Utilities Allowance from County
\$ 186,550	\$ 186,550	\$ 186,550	Contracted Services (Landscape, Pest) Allowance from County
\$ 142,650	\$ 142,650	\$ 142,650	County Laborer/Handyman Allowance from County
\$ 944,153	\$ 966,655	\$ 975,431	PROGRAM & OCCUPANCY INCOME
\$ (397,000)	\$ (417,650)	\$ (438,050)	Vendor Programmatic Expenses
\$ (104,055)	\$ (104,055)	\$ (104,055)	Utilities Cost
\$ (186,500)	\$ (186,500)	\$ (186,500)	Contracted Services Cost
\$ (142,650)	\$ (142,650)	\$ (142,650)	Handyman Cost
\$ (830,205)	\$ (850,855)	\$ (871,255)	PROGRAM & OCCUPANCY EXPENSE
\$ 113,948	\$ 115,800	\$ 104,176	NET INCOME/(COST)

Programming Timeline



Year 1 (2021)

- Establish functional management structure
- Create leadership advisory group
- Procure and execute agreement for managed services for operating the facility
- Fully staff the operational model described here
- Finalize application process for Year 1 tenant-partners and onboard
- Adopt metrics-tracking solution
- Execute broad-reaching marketing plan
- Apply for HUD EnVision Center certification

Year 2 (2022)

- Begin tracking year-over-year data, according to metrics listed within programmatic areas above.
- Evaluate all programs according to mission alignment, engagement, and efficacy.
- Repeat capacity assessment on all tenant-partners.
- Release public report on progress toward mission and goals.
- Ensure lines of communication with the community are open and regularly receive feedback on progress and results

Year 3 (2023)

- Repeat capacity assessment on all tenant-partners.
- Re-evaluate tenant-partner relationships based on the Collective Impact commitments and results
- Turn data into knowledge - analyze collected data for gaps, overlaps and deficiencies in the Collective Impact collaboration
- Continue to develop fundraising and development departments to support programming and outreach needs

EXHIBIT "I" INSURANCE REQUIREMENTS

The following insurance requirements are included in this agreement:

1. **INDEMNIFICATION**

Foundation agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law, or of any other laws, regulations, ordinance, order or decree, or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

2. **INSURANCE**

The Foundation shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed operations exposure, Foundation shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

Foundation shall provide certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

- A. Approval by the County of any Certificate(s) 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(s) of Insurance is in compliance with the requirements of the Agreement. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the contract period.

If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work, you will be notified by CTrax, the authorized Foundation of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Foundation or their agent prior to the expiration date.

- 1) The Foundation shall also notify the County within twenty-four (72) hours after receipt, of

any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Foundation from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Foundation of this requirement to provide notice.

2) Should the Foundation, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.

B. If subcontracting is allowed under this RFP, the Foundation shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below. All subcontracts between the Foundation and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall:

1) Require each subcontractor to be bound to the Foundation to the same extent the Foundation is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor.

2) Provide for the assignment of the subcontracts from the Foundation to the County at the election of Owner upon termination of the Contract.

3) Provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability.

4) Provide a waiver of subrogation in favor of the County.

5) Assign all warranties directly to the County.

6) Identify the County as an intended third-party beneficiary of the subcontract. The Foundation shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Exhibit B and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

C. Each insurance policy and/or certificate shall include the following terms and/or conditions:

1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.

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 Foundation.

- 3) The term "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) All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

- 1) **Workers' Compensation Insurance** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

Limits	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

If Foundation/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

- 2) **Commercial General Liability Insurance** including, but not limited to, Independent Foundation, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- 3) **Excess or Umbrella Liability Insurance** excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Limits

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

- 4) **Crime/Fidelity/Financial Institution Insurance** coverage shall include Clients' Property endorsement similar or equivalent to ISO form CR 04 01, with at least minimum limits as follows:

Limits

Each Occurrence or Claim	\$ 100,000
General Aggregate	\$ 100,000

- 5) **Property Insurance** Foundation will be responsible for all damage to its own property, equipment and/or materials.