

LEASE AGREEMENT

THIS LEASE AGREEMENT (the “Lease”) made this ____ day of _____, 20__, by and between PINELLAS COUNTY (“COUNTY”), a political subdivision of the State of Florida, hereinafter referred to as “COUNTY,” and THE TOWNS OF NORTH REDINGTON BEACH and REDINGTON SHORES Florida Municipal Corporations, hereinafter jointly referred to as “TENANT,” all collectively referred to as the “Parties”.

W I T N E S S E T H:

1. PREMISES

In consideration of the rent hereinafter agreed to be paid by TENANT to COUNTY, and in consideration of the covenants of the respective Parties hereto, each to the other to be performed by them at the time and in the manner hereinafter provided, COUNTY does hereby lease and let unto the TENANT, and TENANT does hereby lease from COUNTY, a portion of the real property known as the Joint Use Facility located at 190 173rd Avenue East, North Redington Beach, Florida 33708, as further depicted in Exhibit “A”, attached hereto and incorporated herein (hereinafter the “Facility” or “Premises”). The building is approximately 7,500 rentable square feet. TENANT hereby accepts Premises in its “as is” condition on the date of this Lease. The initial allocated space among each individual municipality comprising the TENANT shall be in accordance with Exhibit “B”. Each individual municipality may reallocate the leased space among themselves upon their mutual agreement.

2. JOINT AND SEVERAL LIABILITY

All parties joining as tenants to this Lease are jointly and severally liable for all obligations specified as TENANT obligations and liabilities hereunder, including but not limited to rent, utility payments, and all obligations concerning the condition of the Premises as outlined herein.

3. TERM

This Lease shall commence upon issuance of a Certificate of Occupancy for the Facility (“Commencement Date”) and continue for thirty (30) years thereafter, or earlier termination as provided herein.

4. RENT

The rent shall be \$1.00 per year for the term of the Lease, the sufficiency and receipt of which are hereby acknowledged. Landlord will not allocate the rent due between each respective tenant. TENANT shall determine how COUNTY will receive the full amount of Rent due.

5. USE

This Lease is made on the express condition that the Premises shall be used and occupied as office space in support of and used for government and law enforcement offices, storage, and a fire and emergency medical services station. Tenant shall ensure that the emergency medical station provides non-transport advanced life support services and a second firefighter/paramedic position to be staffed with the EMS Authority funded firefighter/paramedic position at the Facility, pursuant to EMS Authority Resolutions 09-37 and 09-38. TENANT agrees to cause the leased Premises to be operated for such use during the entire term of this Lease and to conduct its business at all times in a lawful manner.

6. PERMITS/LICENSES

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

7. SUBLETTING

TENANT shall not have the ability to sublet the premises unless upon written consent of the COUNTY, which shall not be unreasonably withheld.

8. ALTERATIONS

TENANT shall make no structural change or alteration to the Premises or any part thereof without written consent of the COUNTY, and TENANT shall be responsible for any damages to the Premises caused by the TENANT, ordinary wear and tear excepted. TENANT shall pay for all charges for permitting, labor, services, and materials used in connection with any improvements or repairs to the Leased Premises undertaken by TENANT. Modifications or improvements made during this Lease Term shall become property of COUNTY upon termination of this Lease before the expiration date, unless TENANT desires to remove said modifications or improvements which can be removed without damage or injury to the Premises. After expiration of the Lease or any extensions thereto, the improvements will be owned by North Redington Beach pursuant to the associated Interlocal Agreement for a Public Safety Multi-Purpose Facility and Ground Lease

agreement executed simultaneously herewith. COUNTY has the right to approve the weight, size, and location of safes and other heavy equipment and articles in the Premises. All such items and all furniture shall be moved into and out of the Premises at the times and in the manner directed by COUNTY. Movement and placement of TENANT'S property into or out of the Premises and within the Premises, are entirely at the risk and responsibility of TENANT.

9. MAINTENANCE AND UTILITIES

COUNTY shall be responsible for the operation and maintenance of the Facility as defined in Exhibit "C" to this Agreement.

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

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

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

10. TAXES AND SPECIAL ASSESSMENTS

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

11. SIGNS

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

12. INDEMNIFICATION

COUNTY and TENANT shall be responsible for their own respective acts of negligence, subject to the doctrine of sovereign immunity and limitations set forth in §768.28, Florida Statutes. Each party comprising TENANT shall be jointly and severally liable.

13. PERSONAL PROPERTY LIABILITY

All property of any kind that may be on the Premises during the continuance of the Lease shall be at the sole risk of TENANT. COUNTY shall not be liable for damage to such property or persons injured by such property unless caused by COUNTY's negligence.

14. ACCESS TO PREMISES

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

15. DEFAULT AND REMEDIES

If TENANT fails to keep and perform any of the terms, covenants, conditions or provisions in this Lease contained to be kept and performed by TENANT, then within fifteen (15) days of COUNTY becoming aware of the occurrence of the default, COUNTY shall notify TENANT of the default and its demand to cure said default. Upon receipt of notice, TENANT shall have fifteen (15) days from the date of receipt to cure said default or to commence or take such steps as are necessary to cure such default, which once commenced the TENANT agrees and shall pursue continuously until the default is finally cured. Upon TENANT'S failure to either cure said default or to take steps that are necessary to cure said default, it may be lawful for the COUNTY to declare said demised term ended and to re-enter upon Premises and to retake possession of the said Premises by process of law, and COUNTY shall have such other remedy as the law and this instrument afford. Upon such termination, and before the expiration date, the County shall be entitled to utilize the Facility for its own use, re-let it to other governmental entities, or re-let it to private third parties for fair market value. Failure to elect any of the available remedies upon the occurrence of any default shall not operate as a waiver of any future election of remedies.

In the event TENANT defaults as set out above or elsewhere in this Lease, all payments of rent, additional rent, or of any other monies due from TENANT during the term of this Lease or any extension thereof, shall, at the option of COUNTY, become immediately due and payable in full.

16. TERMINATION

- a) For convenience: Each respective tenant may individually terminate its respective leasehold interest upon consent of COUNTY in consultation with the Pinellas County Emergency Medical Services Authority, which shall not unreasonably be withheld. Termination may only be granted if, in the COUNTY'S sole discretion, the COUNTY determines the level of service within the Redington Beaches EMS district will not be negatively impacted. The terminating town shall provide at least one hundred eighty (180) days' written notice to the COUNTY and all remaining towns regarding its intent to terminate. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Termination by one tenant pursuant to this subsection shall not terminate the remaining tenants' leasehold interests. Full rent, utility fees, and all other costs, obligations, and liabilities shall continue to be the responsibility of the remaining tenant. Termination shall also not affect the proportionate funding requirement of each respective party as outlined in the Interlocal Agreement associated herewith, which shall be due and payable in full , regardless of termination.
- b) For cause: If COUNTY or TENANT (tenants as jointly and severally) materially breach this Lease and have failed to adequately cure as provided herein, then the non-breaching party may terminate this Lease pursuant to Section 15 herein.
- c) Effect of Termination: If either individual municipality terminates for convenience, or if the County terminates the TENANT'S leasehold interests for cause (both municipalities as jointly and severally liable), the County may either utilize the remaining space for any County purpose, lease to another governmental entity, or re-let to a private third party for fair market value. The County shall be entitled to all rents received.

17. COVENANT AGAINST LIENS

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

18. WAIVER

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

19. DESTRUCTION OF PREMISES

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

20. OBSERVANCE OF LAWS

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

21. RELATIONSHIP OF THE PARTIES

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

22. QUIET ENJOYMENT

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

23. NOTICES

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

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

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

Town of North Redington Beach 190 173 rd Avenue East North Redington Beach, Florida 33708	Town of Redington Shores 17425 Gulf Blvd. Redington Shores, Florida 33708
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24. FISCAL FUNDING

In the event funds are not appropriated by the COUNTY or by either individual governmental tenant in any succeeding fiscal year for purposes described herein, then the affected party's interest in this Lease shall be deemed to terminate at the expiration of the last fiscal year for which funds were appropriated and expended, without penalty or expense to said party. In such an event, the Lease shall not be terminated and the remaining parties' obligations hereunder shall continue in full force and effect.

25. HAZARDOUS SUBSTANCES

TENANT shall not cause or permit the presence, use, disposal, storage or release of any Hazardous Substances on or in the Premises. TENANT shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The preceding two (2) sentences shall not apply to the presence, use or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal maintenance and office uses.

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

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

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

26. AIR QUALITY

The TENANT shall maintain the building and building air-handling systems to provide a healthful indoor air environment. The TENANT shall maintain the building and air handling systems sufficiently to prevent the amplification of biological agents (mold, mildew, fungi, bacteria) and dust above proximate outdoor levels.

27. SUCCESSORS AND ASSIGNS

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

28. RADON GAS

Radon is a natural occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the County Public Health Department.

29. PUBLIC ENTITY CRIME ACT

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

30. ENTIRE AGREEMENT

The Lease Agreement as hereinabove set forth, including all exhibits and riders, if any, incorporates all covenants, promises, agreements, conditions and understandings between the Parties. No covenant, promise, agreement, condition or understanding, either written or oral, not specifically set forth herein shall be effective to alter the performance or the rights of the Parties as hereinbefore stated, other than the referenced and associated Interlocal Agreement and ground lease agreement executed simultaneously herewith.

<SIGNATURE PAGE FOLLOWS>

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

TENANTS:

WITNESSES:

THE TOWN OF NORTH REDINGTON BEACH

By: _____

Print Name: _____

Print Name: _____

Title: _____

Print Name: _____

WITNESSES:

THE TOWN OF REDINGTON SHORES

By: _____

Print Name: _____

Print Name: _____

Title: _____

Print Name: _____

WITNESSES:

COUNTY:
BOARD OF COUNTY COMMISSIONERS

By: _____

Chairman

Print Name: _____

APPROVED AS TO FORM

By: Chelsea Hardy
Office of the County Attorney

Print Name: _____

Exhibit A – Premises (To Be Modified)

