

LEASE AGREEMENT

THIS TO LEASE AGREEMENT dated the 29 day of July, 2010, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY," and **STATE OF FLORIDA, DEPARTMENT OF CORRECTIONS**, hereinafter referred to as "TENANT," collectively, "Parties."

WITNESSETH:

WHEREAS, the mission of the Department of Corrections is to protect public safety, to ensure the safety of Department personnel, and to provide proper care and supervision of all offenders under their jurisdiction while assisting, as appropriate, their re-entry into society; and

WHEREAS, the Department of Corrections requires office space located in the Criminal Justice Center; and

WHEREAS, COUNTY wishes to collect rent to cover County operational costs.

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and the promises and covenants contained herein, the Parties agree as follows:

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, the real property is located at 14250 – 49TH Street North, Suites 1930 & 1940, Clearwater, situated in Pinellas County, Florida. The property is 1,390 rentable square feet, hereinafter referred to as the "Premises".

2. TERM, RENTAL, AND REDETERMINATION:

This Lease shall be for a term of five (5) years commencing July 29, 2010, and ending on July 28, 2015. The Lease shall stand renewed for two (2) successive additional terms of five (5) year terms, unless either party notifies the other with written notice of its intent to terminate the same. COUNTY may terminate this Lease at any time during this initial term or any subsequent renewal hereof, upon six (6) months written notice to TENANT. TENANT may terminate Lease at any time upon thirty (30) days written notice to COUNTY. Effective with term beginning July 29, 2010, the rental rate shall be Eight Thousand One Hundred Forty Five Dollars and Forty Cents (\$8,145.40) per year payable without notice, in twelve equal installments of Six Hundred Seventy

Eight Dollars and Seventy Eight Cents (\$678.78) on or before the first day of each month of the first year of the Lease term. The August 1, 2010, the rent payment will include an extra Sixty Five Dollars and Sixty Nine Cents (\$65.69) for the three days at the end of July 2010, for a total payment for that month only of Seven Hundred Forty Four Dollars and Forty Seven Cents (\$744.47.) Normal rental rate of Six Hundred Seventy Eight Dollars and Seventy Eight Cents (\$678.78) will resume as of September 1, 2010. Rent will increase by four (4%) percent each year, during the Lease term.

Rental redetermination will occur at the beginning of each Lease term based on actual operating costs of the prior fiscal year, as determined by Pinellas County Real Estate Management.

3. USE:

This Lease Agreement is made on the express condition that the Premises shall be used only in conformance with the applicable laws and ordinances, for Pinellas County use as office space and training and for no other purpose or purposes, without the written consent of the COUNTY. All rights of COUNTY hereunder may be terminated by the COUNTY in the event that any other use is made thereof.

4. TAXES:

In the event any ad valorem, rental, sale, or similar taxes are levied upon the Premises due to the existence of this Lease, then this Lease shall terminate on the date said taxes are so impressed.

5. UTILITIES:

COUNTY will pay for operating and maintenance costs. TENANT will pay for telephone service as billed from COUNTY. COUNTY shall not be liable in any manner for damages to TENANT'S business and/or inventory, or for any other claim by TENANT resulting from any interruption in utility services.

Normal working hours are Monday through Friday 8:00 A.M. through 5:00 P.M. Any heat or air conditioning needed after hours will be at the rate of \$20.00 per hour. TENANT must notify COUNTY when additional heat or air conditioning is needed.

TENANT agrees to exercise due care and prudence in the use of utilities at all times, and to comply with all Federal, State and local guidelines concerning same. COUNTY in furnishing electrical services does not contemplate TENANT using extraordinary amounts of electricity, or generating heat that affects air conditioning efficiency. COUNTY reserves the right to discontinue temporarily any of the aforesaid services where necessary by reason of accident,

need for repairs, strikes, labor disputes, or the necessity of alterations or improvements or causes beyond COUNTY'S control. COUNTY shall not be liable for damages for such discontinuance and there shall be no abatement or reduction in rent.

6. MAINTENANCE AND SERVICES:

COUNTY shall keep said Premises free of all trash and rubbish and maintain the same in a clean, neat, orderly and sanitary condition and shall be responsible for all maintenance included but not limited to the following: (1) Interior: foundation, floors, carpets, interior walls, interior painting, non-bearing walls, roof, electrical, and electrical fixtures, water fixtures, light bulb replacement, doors and locks, plumbing, HVAC, window replacement; (2) Exterior: landscaping, lawn maintenance, grounds keeping, exterior painting, site drainage, exterior electrical and lighting fixtures, sewer septic systems and plumbing including main water and sewer piping, and replacement of outside doors and locks.

COUNTY shall maintain the Premises in good repair in a clean, neat, orderly, and sanitary condition.

COUNTY will provide monthly pest control.

COUNTY will clean carpet annually. At first renewal option notification, if the COUNTY and TENANT agree to a five (5) year renewal, then the Premise will be painted if agreed necessary.

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

COUNTY will give TENANT the name of the contact person for service of any issues related to service, maintenance, and cleaning. The contact person shall be available and respond during normal working hours.

COUNTY will be responsible for installation, maintenance and certification of security systems.

COUNTY shall immediately give TENANT oral or written notice of any defects or need for repairs, after which COUNTY shall have a reasonable opportunity to repair or cure defect.

7. ASSIGNMENT AND SUBLETTING:

TENANT further agrees not to assign or in any manner transfer this Lease Agreement or any estate or interest therein without the previous written consent of COUNTY, and not to sublet said

Premises or any part or parts thereof or allow anyone to come in with, through, or under it without like consent. Such consent is at the sole discretion of COUNTY. Consent by COUNTY to one or more assignments of this Lease Agreement or to one or more sub-lettings of said Premises shall not operate as a waiver of TENANT'S rights under this section. COUNTY shall not otherwise assign this Lease Agreement; nor shall COUNTY make or permit any offensive or unlawful use of the said Premises; and TENANT shall quit and deliver up said Premises at the end of said term in as good condition as they now are, ordinary wear and decay as occasioned by use of the Premises for Pinellas County use and damage by the elements excepted.

8. ALTERATIONS:

TENANT shall make no structural change or alteration to the leased Premises or any part thereof without written consent of COUNTY, and TENANT shall be responsible for any damages to the demised Premises caused by the COUNTY except ordinary wear and tear. COUNTY shall pay for all charges for labor, services and materials used in connection with any improvements or repairs to the leased Premises undertaken by COUNTY. Any improvements made during the Lease term shall become property of COUNTY upon termination of this Lease Agreement.

9. 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. COUNTY is hereby charged with the responsibility of notifying all material men, contractors, artisans, mechanics and laborers and other persons contracting with COUNTY with respect to the Premises or any part thereof, that such persons must look to COUNTY to secure payment of any bill for work done or material furnished to the COUNTY or for any other purpose during the term of this Lease Agreement.

10. SIGNS:

TENANT will not place signs or other advertising on the building outside the leased Premises without written consent of COUNTY. TENANT shall be allowed to display building standard signage in the building and suite signage at TENANT'S cost.

11. INSURANCE:

TENANT shall provide COUNTY with a letter evidencing that TENANT is self-insured if COUNTY so requests.

12. INDEMNIFICATION:

To the extent permitted by law and as provided by Section 768.28, Florida Statutes, TENANT agrees to indemnify and hold harmless COUNTY from and against all loss or expense including costs and attorney's fees by reason of liability imposed by law upon COUNTY for damages including any strict or statutory liability under Workers' Compensation Laws because of bodily injury, including death, at the time therefrom, sustained by any person or persons, or damage to property, including loss of use thereof, arising out of or in consequence of the use of the Premises, whether such injuries to person or damage to property is due or claimed to be due to the negligence of the COUNTY, its agents, its employees, its Board of County Commissioners and subcontractors excepting only such injury or damage as shall have been occasioned by the sole negligence of COUNTY

13. ACCESS TO PREMISES:

COUNTY shall have the right to enter and inspect the leased Premises and the operation being conducted thereon at any reasonable time after notice and in the presence of the TENANT for the purpose of inspecting or conducting tests upon the same, or for making repairs to the Premises or to any property owned or controlled by COUNTY therein. Such repairs shall not unduly interfere with TENANT'S business except as is naturally necessitated by the nature of the repairs being affected.

14. DEFAULT:

The parties covenant and agree that if default shall be made in payment of the rent by the COUNTY or if either party shall violate any of the covenants of this Lease Agreement, the other party shall provide written notice to the defaulting party and the defaulting party shall have ten (10) days from receipt of notice to correct same.

If the defaulting party fails to correct default, the other party shall be entitled to any and all remedies available in law and equity.

15. 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.

16. DESTRUCTION OF PREMISES:

If the Premises therein shall be partially damaged by fire or other casualty, the damages shall be repaired by and at the expense of COUNTY, unless caused by the sole fault or negligence of COUNTY. Said repairs shall be made promptly, except that no penalty shall accrue for reasonable delay which may arise by reason of adjustment of insurance on the part of COUNTY, and for reasonable delay due to the period that repairs are being made for that portion of the Premises rendered unsuitable for use by COUNTY as a result of fire or casualty.

If the Premises are totally damaged or are rendered wholly untenable by fire or other casualty, the COUNTY shall promptly restore or rebuild the same and rent shall abate until restoration or rebuilding are completed; on condition, however, that if the Premises are totally damaged or rendered wholly untenable by fire or said other casualty and the Premises cannot be restored or rebuilt within thirty (30) days, COUNTY shall have the right and option of terminating this Lease Agreement as of the date of such casualty or cause within thirty (30) days thereafter by giving written notice to the COUNTY, and any rents or other payments shall be prorated as of the effective date of such termination and refunded to COUNTY or paid to COUNTY as the case may be. If this option to cancel is not exercised, COUNTY shall repair and restore the Premises as aforesaid, and rent shall abate until the Premises are rendered tenantable.

17. CONDEMNATION:

If the whole or any part of the Premises hereby leased shall be taken by any public authority under the power of eminent domain, then the term of this Lease Agreement shall cease on the part so taken from the day the possession of that part shall be required for any public purpose, and the rent shall be paid up to that day, and if such portion of the Premises is so taken as to destroy the usefulness of the Premises for the purpose for which the Premises were leased, then, from that day, the COUNTY shall have the right either to terminate this Lease Agreement and declare the same null and void, or to continue in the possession of the remainder of the same under the terms herein provided, except that the rent shall be reduced in proportion to the amount of the Premises taken. If the COUNTY shall fail to terminate this Lease Agreement as aforesaid within thirty (30) days after notice of said taking, said failure shall be regarded as a waiver of its right to cancel, whereupon this Lease Agreement shall continue for the then balance of the term. If COUNTY fails to exercise its right to cancel, COUNTY shall, at its own cost and expense, make the repairs made necessary to said partial taking.

The parties agree that COUNTY shall give COUNTY notice of the filing of an action in eminent domain within ten (10) days of their initiation, even if the action has been filed by COUNTY.

18. OBSERVANCE OF LAWS AND RULES:

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.

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. If, after TENANT takes possession, the ADA or similar Florida Act is changed so that the Premises become non-complying, TENANT will have one hundred twenty (120) days to cure the noncompliance.

19. 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.

20. QUIET ENJOYMENT:

COUNTY covenants and agrees that upon TENANT paying said operating and maintenance costs, 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.

21. NOTICES:

The checks for rental or other sums accruing hereunder shall be made payable to:

Pinellas County Board of County Commissioners

c/o Real Estate Management Department
509 East Avenue South
Clearwater, FL 33756

and all notices shall be forwarded to COUNTY at the following address:

Real Property Division
509 East Avenue South
Clearwater, FL 33756

All notices given to TENANT shall be forwarded to:

Ron Mason
Community Corrections Circuit Administrator
11351 Ulmerton Road, Suite 237
Largo, FL 33778

by Registered or Certified mail, return receipt requested, until COUNTY is notified otherwise in writing.

22. FISCAL FUNDING:

In the event funds are not appropriated by the COUNTY in any succeeding fiscal year for purposes described herein, then this Lease Agreement shall be deemed to terminate at the expiration of the last fiscal year for which funds were appropriated and expended. The State of Florida's and the Department's performances and obligations to pay under this Agreement are contingent upon an annual appropriation by the Legislature.

23. 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 COUNTY learns or is notified by a government or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Premises is necessary,

COUNTY will notify TENANT and COUNTY shall promptly take all necessary remedial actions in accordance with Environmental Law.

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.

24. ASBESTOS:

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

25. SURRENDER AT END OF TERM:

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

26. 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 your County Public Health Unit.

27. 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 Agreement.

28. PARKING:

COUNTY shall provide ample unreserved parking in the parking lot.

29. 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, and 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.

IN WITNESS WHEREOF, the Parties have caused this Lease Agreement to be executed by their authorized officers on the day and year first above written.

WITNESS:

STATE OF FLORIDA
DEPARTMENT OF CORRECTIONS

Stacey Hackney
Print Name: Stacey Hackney

By: Richard D. Davison
Print Name: Richard D. Davison
Print Title: Deputy Secretary

Nikki Safford
Print Name: Nikki Safford

(SEAL)

WITNESSES:

PINELLAS COUNTY, FLORIDA

By: Della Klay
Print Name: Della Klay
Print Title: Exec. Assistant

By: Robert S. LaSala
Robert S. LaSala
County Administrator

(SEAL)

APPROVED AS TO FORM
OFFICE OF THE COUNTY ATTORNEY

By: H2as
Title: Asst. County Attorney

DEPARTMENT OF CORRECTIONS
APPROVED AS TO FORM AND LEGALITY
William DeLoach 7/16/10
GENERAL COUNSEL

Department of Corrections
14250 – 49th St. N., Suites 1930 & 1940, Clearwater
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