

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter the "Lease" or "Lease Agreement") is made this _____ day of _____, 2019, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY," which terms shall include COUNTY'S designated agent(s) and/or successors in interest, and PALM HARBOR COMMUNITY SERVICES AGENCY, INC. (PHCSA), a Florida not-for-profit organization, which terms include its designated agents and invitees, hereinafter referred to as the "LESSEE," jointly referred to as the "Parties."

W I T N E S S E T H

WHEREAS, the Palm Harbor Community Services District, a municipal servicing taxing unit, hereinafter referred to as "MSTU", was created to fund recreation and library services for the citizens of Palm Harbor; and

WHEREAS, PHCSA is the non-profit corporation contracted to administer and operate the MSTU; and

WHEREAS, the LESSEE is in need of a physical location to effectively administer the MSTU, and the COUNTY desires to lease space to LESSEE for such purposes.

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 to the following:

1. **PREMISES:** In consideration of the rent hereinafter agreed to be paid by the LESSEE to COUNTY, and in consideration of the covenants of the respective Parties hereto, COUNTY does hereby lease to LESSEE those certain Premises located at 2330 Nebraska Avenue, Palm Harbor, Florida, including the building and site parking, as shown in Exhibit "A" attached hereto and made a part hereof, and hereafter referred to as "Premises."

2. **TERM:** The Lease shall commence upon execution by the Board of County Commissioners and continue in full force and effect for a term of five (5) years thereafter. The rental for the term shall be One Dollar (\$1.00) dollar(s) per year.

This Lease shall automatically renew for three (3) successive five (5) year terms. LESSEE or COUNTY may terminate this Lease at any time by providing written notice not less than One

Hundred Eighty (180) days prior to its intent to terminate. Either party may also terminate for cause as provided in the Default section herein.

3. USE: The Parties hereto agree and LESSEE further covenants that during the continuance of the Lease, the Premises shall be used and occupied as a library and for no other purpose or purposes, without the written consent of the COUNTY. The LESSEE shall conduct its business at all times in a reputable manner. This Lease is made on the express condition that the Premises shall be used only in conformance with the applicable laws and ordinances. LESSEE shall not make or permit any offensive or unlawful use of said Premises. All rights of LESSEE hereunder may be terminated by the COUNTY in the event that any other use be made thereof.

LESSEE shall not allow the Premises to be used for activities that are prohibited in all COUNTY-owned or COUNTY-occupied buildings or land under the provisions of Federal, State, or local laws, rules, regulations, or ordinances. By way of illustration and not limitation, State law prohibits the use of COUNTY-occupied buildings or land for political fund raisers [see §106.15(4), Florida Statutes], and Federal and State law prohibits use of COUNTY-occupied buildings or land for any implied promotion of a religion. LESSEE shall not make or permit any offensive or unlawful use of said Premises. All rights of LESSEE hereunder may be terminated by the COUNTY in the event that any other use be made thereof.

4. TAXES AND ASSESSMENTS: In the event that any ad valorem, rental, sales, or similar taxes or special assessments are levied or placed on the Premises due to the existence of the Lease, then LESSEE shall pay all such taxes or special assessments so imposed.

5. UTILITIES: LESSEE agrees to promptly pay all charges for gas and electricity supplied the Premises, whether determined by meter or otherwise. The COUNTY will pay the electrical charges for the electric vehicle charging station. The LESSEE will invoice the COUNTY on a quarterly basis, corresponding to the COUNTY'S fiscal year, for the electrical charges related to the charging station. Invoices will be submitted by the LESSEE with appropriate Duke Energy invoices as back-up information justifying the invoice amount. COUNTY shall not be liable in any manner for damages to LESSEE'S business and/or inventory, or for any other claim by LESSEE, resulting from any interruption in utility services. The LESSEE will also pay for all water consumption, sewer charges, trash collection, and telecommunication service.

6. MAINTENANCE, REPAIRS AND SERVICES: LESSEE is responsible for general, routine and preventive maintenance and repairs of the building and grounds including, but not limited to plumbing, electrical, HVAC, telecommunication wiring and installation, building systems, structural and non-structural aspects of the building, including bearing and non-bearing interior walls, floors, roof, windows, ceilings, interior and exterior painting, landscaping, site drainage, and parking lots, which includes but is not limited to painting/stripping, sealing, asphalt repairs, parking bumper stops, and clearance of debris from drains.

COUNTY shall be responsible for capital improvement replacements to the Premises, defined as improvements that add value to an existing capital asset either by lengthening its estimated useful life or increasing its service capacity. Capital improvement replacements include roof, building envelope, HVAC systems, elevators, fire alarm systems, exterior doors, and windows, but only if said replacements are not determined to be the result of action of the LESSEE, its agents, employees, contractors, invitees, licensees, customers, or its clients. Replacement schedule shall be at COUNTY'S sole discretion and shall be based on inspection and condition assessment by the COUNTY, conducted annually. LESSEE shall be responsible to maintain assets in conformance with manufacturer's specifications, use only OEM parts for repairs, and provide COUNTY maintenance and repair records for review at annual inspection.

In the event COUNTY pays any monies required to be paid by LESSEE hereunder, COUNTY shall demand repayment of same from LESSEE within ten (10) days of payment and LESSEE shall make such payment within ten (10) days of receipt of demand. LESSEE'S failure to timely reimburse COUNTY shall be deemed a breach of contract.

7. INSURANCE: LESSEE shall procure and maintain during the term of the lease insurance pursuant to the requirements noted in Exhibit "B," attached hereto and made a part hereof.

8. LIABILITY OF COUNTY: COUNTY shall not be liable to LESSEE, its agents, invitees, or any other persons for any injury, loss, or damage to property or to any person on said Premises.

9. ASSIGNMENT AND SUBLETTING: LESSEE agrees not to assign or in any manner transfer this Lease or any estate or interest therein without the previous written consent of the 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 the COUNTY to one or more assignments of this Lease or to one or more sublettings of said Premises shall not operate as consent to future assignments or subletting.

10. ALTERATIONS, MECHANIC'S LIENS: LESSEE will not make any alterations, improvements or additions in or to the Premises, or install any equipment of any kind that will require any alteration or addition to, or use of the water, heating, air-conditioning or electrical or other building systems and equipment, without the prior written consent of COUNTY, which will not be unreasonably withheld. All such additions, improvements or fixtures, except movable office furniture and equipment, shall become the property of COUNTY and remain upon the Premises and be surrendered at the end of the Lease.

LESSEE 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, on the building or other improvements thereon, and LESSEE shall notify all materialmen, contractors, artisans, mechanics, and laborers and other persons contracting with LESSEE with respect to the Premises or any part thereof, that they must look to LESSEE to secure payment of any bill for work done or material furnished or for any other purpose during the term of this Lease. In the event of the filing of any Claim of Lien, LESSEE shall promptly satisfy same or transfer it to a bond; and LESSEE shall in any event protect COUNTY'S interest in underlying real estate and shall hold COUNTY harmless against any such claims.

11. POSSESSION: LESSEE shall be granted possession and full use of the Premises upon the commencement of this Lease and all terms and conditions set forth herein shall immediately commence upon the signing of this Lease by all Parties.

12. INDEMNIFICATION: LESSEE covenants and agrees that it will indemnify and hold harmless COUNTY and all of COUNTY'S officers, employees, contractors and subcontractors from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by LESSEE, its officers, employees, agents, contractors, or subcontractors during the performance of this Lease, and any extensions thereof, whether direct or indirect, and whether to any person or property to which COUNTY or said parties may be subject including COUNTY'S costs incurred in defending such claims, except that neither LESSEE nor any of its officers, agents, employees, contractors or subcontractors will be liable under this section for damages arising out

of injury or damage to persons or property directly caused by or resulting from the sole negligence of COUNTY or any of its officers or employees. Nothing herein shall be construed as a waiver of COUNTY'S sovereign immunity, subject to §768.28, Florida Statutes.

13. 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 shall cease on the part so taken from the day the possession of that part, 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 LESSEE shall have the right to either terminate the Lease and declare the same null and void, or to continue in the possession of the remainder of the same under the terms provided herein, except that the base rent shall be reduced in proportion to the amount of the Premises taken. If the LESSEE shall fail to terminate this Lease 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 shall continue for the then balance of the term. If LESSEE exercises its right to cancel, all advance rent paid by the LESSEE shall be adjusted to the date of said taking. If LESSEE fails to exercise its right to cancel, LESSEE shall, at its own cost and expense, make the repairs necessary to said partial taking.

The Parties agree that LESSEE shall receive notice of the commencement of condemnation proceedings within ten (10) days of COUNTY'S notice of their initiation if commenced by a third party, or within ten (10) days of their initiation if commenced by COUNTY.

14. DESTRUCTION OF PREMISES: If the Premises shall, without fault of LESSEE, be destroyed by fire, storm, or other casualty or be so damaged thereby as to become wholly or partially unusable, COUNTY, at its sole discretion may elect to rebuild or repair. If COUNTY so elects not to rebuild or repair, this Lease shall terminate effective the date of said destruction.

15. DEFAULT: If the LESSEE should fail to keep and/or perform any of the terms, covenants, conditions or provisions in this Lease, the COUNTY, upon becoming aware of the occurrence of a default, shall notify LESSEE of the default and its demand to cure the default. LESSEE shall have fifteen (15) days from the date of notice of default to cure said default, or to commence a cure of such default if the default is such that it cannot reasonably be cured within 15 days, which once commenced the LESSEE agrees and shall pursue continuously until the default is finally cured. Upon LESSEE'S failure to either cure said default or commence a cure of said default pur

uant to the terms herein, the COUNTY shall be entitled to all remedies available at law and in equity, including but not limited to the immediate termination of this Lease.

In the event LESSEE defaults as set out above or elsewhere in this Lease, any monies due from LESSEE during the term of this Lease or any extension thereof, shall, at the option of the COUNTY, become immediately due and payable in full. Should COUNTY need to pursue any of its remedies, COUNTY shall be entitled to recover damages, including costs. Failure to elect any of the available remedies upon the occurrence of any default shall not operate as a waiver of any future election of remedies.

16. SIGNS: LESSEE agrees that any permanent or semi-permanent signs, advertising, which includes awnings to be used in connection with the leased Premises must have Real Estate Management's written approval before installation. Temporary signage, banners, or placards advertising specific events shall not require Real Estate Management's approval, but shall be subject to the Pinellas County sign code, and removal upon completion of the event.

17. WAIVER: One or more waivers of any covenant or condition by the COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant or conditions, and the consent or approval by COUNTY to, or of any act by the LESSEE requiring the COUNTY'S consent or approval, shall not be construed as a consent or approval to or of any subsequent similar act by LESSEE.

18. OBSERVANCE OF LAWS: LESSEE agrees to observe and comply with all local, State and Federal laws, rules, requirements, orders, directives, codes, ordinances, and regulations.

19. ACCESS TO PREMISES: The COUNTY shall have the right to enter upon the leased Premises at all reasonable hours for the purpose of inspecting or conducting tests upon the Premises. Such events shall not unduly interfere with LESSEE'S business, except as is naturally necessitated by the nature of the work.

20. RELATIONSHIP OF PARTIES; CONSTRUCTION OF LEASE: 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 of joint venture between the Parties hereto, it being understood and agreed that any other provision contained herein, nor any acts of the Parties

herein, shall be deemed to create any relationship between the Parties hereto other than the relationship of COUNTY and LESSEE. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, as appropriate.

This Lease shall be governed by the laws of the State of Florida, with proper jurisdiction being in Pinellas County, or nearest location having jurisdiction. Any changes in applicable laws which govern this Lease will necessitate a change in Lease terms and conditions which may be affected thereby, at the time such changes may arise.

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

22. **NOTICES:** All correspondence and insurance certificates shall be forwarded to the COUNTY at the following address:

Real Estate Management Department

Real Property Division

509 East Avenue South

Clearwater, FL 33756

until LESSEE is notified otherwise in writing; and all notices given to the COUNTY hereunder shall be forwarded to the COUNTY at the foregoing address, by registered or certified mail, return receipt requested, until LESSEE is notified otherwise in writing. All notices given to the LESSEE hereunder shall be forwarded to LESSEE at the following address:

Attn: Chairman

Palm Harbor Community Services Agency, Inc.

2330 Nebraska Avenue

Palm Harbor, FL 34683

by registered or certified mail, return receipt requested, until COUNTY is notified otherwise in writing.

23. AUDIT: LESSEE agrees to maintain complete and accurate records of all business related to this Agreement. All records shall be maintained in accordance with COUNTY policy, and inspection of records shall be pursuant to Chapter 119, F.S. In addition, COUNTY reserves the right to audit such records pursuant to Pinellas County Code, Chapter 2. LESSEE agrees to retain all business records required by this paragraph for at least three (3) years beyond the term of the Lease or any extensions thereof.

24. QUIET ENJOYMENT: The COUNTY covenants and agrees that upon LESSEE performing all of the covenants and conditions aforesaid on LESSEE'S part to be observed and performed, the LESSEE shall and may peaceably and quietly have, hold and enjoy the Premises hereby for the term aforesaid.

25. SUCCESSORS AND ASSIGNS: The covenants, provisions and agreements herein contained shall 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 LESSEE to assign or sublet LESSEE'S interest under this Lease is and shall be subject to the written consent of the COUNTY as hereinabove provided, which provision is not intended to waive, qualify or alter in any manner whatsoever by this clause or any other clause herein referring to assigns.

26. COUNTY RESERVATION FOR DISASTER RELIEF: Notwithstanding other provisions of this Lease, COUNTY expressly reserves the right to utilize the Premises for disaster preparedness and/or disaster relief activities. Determining the need to exercise this right will be in the sole discretion of COUNTY, but will not preclude LESSEE'S continued use of the Premises to the extent it does not interfere with COUNTY'S disaster-related activities or any other provisions of this Lease.

27. PUBLIC ENTITY CRIME ACT: LESSEE 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 LESSEE comply with it in all respects prior to and during the term of this Lease.

28. 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 unit.

29. HAZARDOUS SUBSTANCES: LESSEE shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. LESSEE shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The preceding two 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 use.

LESSEE 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 LESSEE has actual knowledge. If LESSEE learns or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Premises is necessary, LESSEE 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 is located that relate to health, safety or environmental protection.

30. SEVERABILITY: The invalidity, illegality, or unenforceability of any provision of this Lease shall in no way affect the validity of any other provision of this Lease, and the Lease shall be amended only to the extent necessary to bring it within the requirements of the law.

31. FISCAL FUNDING: In the event funds are not appropriated by the COUNTY in any succeeding fiscal year for purposes described herein, then this Lease shall be deemed to terminate

at the expiration of the last fiscal year for which funds were appropriated and expended, without penalty or expense to the COUNTY.

32. ENTIRE AGREEMENT: This 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 that performance or the rights of the Parties as hereinbefore stated.

DRAFT

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

WITNESS:

LESSEE: PALM HARBOR COMMUNITY SERVICES AGENCY, INC.

By: _____

By: _____

Print Name: _____

Print Name: Kelli Snow

Title: _____

Title: Chairman PHCSA

WITNESSES:

PINELLAS COUNTY, FLORIDA
By and through its Board of
County Commissioners

By: _____

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM
OFFICE OF THE COUNTY ATTORNEY

By: _____
Asst. County Attorney

EXHIBIT "A"
Aerial & Site Location Map
2330 Nebraska Avenue, Palm Harbor

