

## LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter the "Lease") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "LESSOR" and the STATE OF FLORIDA DEPARTMENT OF JUVENILE JUSTICE, an agency of the State of Florida, hereinafter referred to as "LESSEE", collectively referred to as the "Parties".

### WITNESSETH:

1. PREMISES: In consideration of the rent hereinafter agreed to be paid by the LESSEE to the LESSOR, 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, the LESSOR does hereby lease and let unto the LESSEE, and the LESSEE does hereby let from the LESSOR, those certain premises ("Premises") shown herein and made a part hereof as Exhibit "A", in "as-is" condition as of the date of execution of this lease, otherwise known as 14500 49<sup>th</sup> Street North, Clearwater, Florida 33762, more specifically Suite 135 containing approximately 8,621 sf.

2. TERM AND RENTAL: The term of this Lease shall be for an initial term of five (5) years commencing May 1, 2019 ("Commencement Date"), with rent accruing thereupon. The Lease shall automatically renew for additional one (1) year terms, unless terminated by either party in writing with at least three-hundred sixty-five (365) days prior written notice of such intent to terminate. The rental payment for the terms shall be one dollar (\$1.00) per year, receipt of which is hereby acknowledged. Pursuant to Chapter 985, Florida Statutes, LESSOR and LESSEE shall collaborate to establish another juvenile assessment center upon termination of this Lease.

3. USE: It is understood and agreed between the Parties hereto and LESSEE covenants that said Premises during the continuance of this Lease shall be used and occupied for a Juvenile Assessment Center or other administrative programs of the Juvenile Justice Center, and for no other purpose or purposes, without the prior written consent of the LESSOR, which may be given on behalf of LESSOR by its County Administrator. LESSEE agrees to cause the Premises to be operated for such use during the entire term of this Lease, unless prevented from doing so by causes beyond LESSEE's control and to 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 LESSOR in the event that any other use be made thereof.

4. UTILITIES: LESSOR agrees to promptly pay all charges for gas, electricity, water, sewer and trash services for the Premises. LESSEE agrees to promptly pay for telephone service on the Pinellas County telephone system, as invoiced by LESSOR, and for such other communication utilities and computer services as LESSEE may employ during the term of this Lease. LESSOR 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.

5. MAINTENANCE: The LESSOR shall maintain all structural portions of the Premises, including the foundation, floors, roof, and supporting walls and the exterior of Premises, including appurtenant grounds, site drainage, internal sidewalks, signs and parking areas. LESSOR shall also maintain in reasonably good condition, order, and repair, all electrical systems and lighting fixtures, all elevator systems, all heating, ventilation and air conditioning systems, all fire detection and prevention systems (including sprinklers), sewer, plumbing pipes and fixtures, including main water and sewer piping, interior and exterior doors and locks (except for the replacement of keys and locking mechanisms which LESSOR will complete at the request and cost of LESSEE), windows, window hardware, walls, ceilings, ceiling tiles, exterior glass, janitorial, interior pest control, waste collections or recycling services within the Premises, all additional interior maintenance required to include the replacement of either light bulbs or ballasts or LED fixtures, all plumbing and sewage backups, and ensure compliance with any and all life safety code requirements. LESSOR shall also keep exterior of the building free of all graffiti, trash, rubbish, pests and similar debris and maintain the same in a clean, neat, orderly and sanitary condition at all times.

LESSOR shall have no responsibility for janitorial services. LESSEE shall maintain the interior of the Premises in a clean and orderly condition and return the Premises upon termination of the Lease in the same or better to that of which it was in at the commencement of this Lease.

6. INSURANCE: Insurance will be provided as follows:
- A. The Florida Casualty Insurance Risk Management Trust Fund under section 284.30, Florida Statutes, will provide insurance coverage of the LESSEE against any and all claims caused by LESSEE's negligent or tortious acts or omissions, up to the limit of the limited waiver of sovereign immunity in tort under section 768.28 Florida Statutes, for injuries received in connection with the operation and maintenance of the Premises.
  - B. Fire insurance on the Premises will be provided by the Florida Fire Insurance Trust Fund in section 284.01, Florida Statutes.
  - C. LESSEE shall require all contractor and subcontractors to procure, pay for and maintain at a minimum for the entirety of this Lease the insurance requirements as follows:
    - 1. Comprehensive General Liability on an "Occurrence" basis including, but not limited to, independent contractor, contractual, Premises/Operations and Personal Injury covering liability assumed under indemnification provisions of this Lease, with limits of liability for property damage, and personal injury and/or bodily injury, including death, of not less than \$1,000,000 per occurrence; and an aggregate limit of \$2,000,000. Policy shall be endorsed to include Pinellas County a Political Subdivision of the State of Florida, as an Additional Insured.
    - 2. Business Automobile Liability Insurance covering owned, hired, and non-owned vehicles with combined single limits of \$1,000,000 per accident. If the Contractor does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards,
    - 3. Workers' Compensation (Florida Statutory) with Employer's Liability limits of not less than \$500,000 per person, \$500,000 per disease, and \$500,000 disease limit. Insurance policy shall include waiver of subrogation endorsement in favor of Pinellas County.

7. PERSONAL PROPERTY OF LESSOR: All property of any kind belonging to the LESSEE that is on the Premises during the term of this Lease shall be at the sole risk of LESSEE. LESSOR shall not be liable to LESSEE or any other person for any injury, loss, or damage to such property or to any person by said property on the Premises, unless such injury, loss, or damage is caused solely by the LESSOR. LESSEE shall, prior to the expiration of the Agreement, or any extension thereof, remove all personal property which it has placed in the Premises, without causing damage thereto. Alternatively, personal property may remain on the Premises and become the property of the LESSOR at the discretion of and with the written consent of the LESSOR.

8. ASSIGNMENT AND SUBLETTING: The LESSEE further agrees not to assign or in any manner transfer this Lease or any estate or interest therein without prior written consent from the LESSOR, 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 the LESSOR. Consent by the LESSOR to one or more assignments of this Lease or to one or more subletting's of said Premises shall not operate as a waiver of LESSOR's rights under this section.

9. 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 or equipment, without the prior written consent from LESSOR. LESSOR's consent shall not be unreasonably withheld. LESSEE shall pay for all charges for labor, services, and materials used in connection with any improvements or repairs to the Premises undertaken by LESSEE. All such additions, improvements and fixtures shall remain upon the Premises and be surrendered at the end of this Lease.

10. POSSESSION: LESSEE shall be granted possession of the Premises immediately upon the Commencement Date of this Lease and shall be entitled to full use of said Premises. All terms and conditions set forth herein shall immediately commence upon the full execution of this Lease.

11. INDEMNIFICATION: Both Parties shall be responsible for their own respective acts of negligence to the extent that each may be held liable under Section 768.28 of the Florida Statutes, or under any other applicable authority.

12. CONDEMNATION: If the whole or any part of the Premises 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 shall be required for any public purposes, and the rent shall be paid up to that day, and if such portion of the demised 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 either to terminate this Lease 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 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 made necessary to said partial taking. The Parties agree that LESSEE shall receive notice of the commencement of condemnation proceedings within ten (10) days of LESSOR's notice of their initiation if commenced by a third party, or within ten (10) days of their initiation if commenced by LESSOR.

13. DESTRUCTION OF PREMISES: If the demised 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 untenantable, LESSEE may, by written notice delivered to LESSOR within thirty (30) days after such destruction or damage, elect to rebuild or repair. In such event, this Lease shall remain in force, and LESSEE 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. If LESSEE elects not to restore or rebuild, LESSOR may have the option to do so. If neither party so elects, this Lease shall terminate effective the date of said destruction.

14. DEFAULT: If the LESSEE should fail to keep and perform any of the terms, covenants, conditions or provisions in this Lease contained to be kept and performed by the

LESSEE, then within fifteen (15) days of the LESSOR becoming aware of the occurrence of the default, LESSOR shall notify LESSEE of the default and its demand to cure the default. Upon receipt of notice, LESSEE shall have fifteen (15) days from the date of receipt, to cure said default, or to commence to take such steps as are necessary to cure such default, 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 to take steps that are necessary to cure said default, it may be lawful for the LESSOR to declare said demised term ended and to re-enter upon the demised Premises and to retake possession of the Premises by process of law, unless the LESSEE will surrender and deliver up said Premises and property peaceably to the LESSOR, their agents and attorneys, immediately upon the termination of the said demised term.

15. SIGNS: LESSEE agrees that any signs or advertising, including awnings, to be used in connection with the leased Premises must have LESSOR's written approval before installation. LESSOR's approval may not be unreasonably withheld.

16. WAIVER: One or more waivers of any covenant or condition by the LESSOR shall not be construed as a waiver of a subsequent breach of the same covenant or conditions, and the consent or approval by the LESSOR to or of any act by the LESSEE.

17. OBSERVANCE OF LAWS: LESSEE 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, of all County, State, and federal boards and agencies, and of insurance carriers, to which it is legally subject, due to this use of occupancy of the demised Premises. All additions, alterations, installations, partitions, or changes shall be in full compliance with the aforementioned authorities.

18. ACCESS TO PREMISES: The LESSOR shall have the right to enter upon the leased Premises at all reasonable hours without notice for the purpose of inspecting or conducting tests upon the same, or for making repairs to the demised Premises or to any property owned or controlled by the LESSOR therein. Such repairs shall not unduly interfere with LESSEE's business, except as is naturally necessitated by the nature of the repairs being affected.

19. RELATIONSHIP OF PARTIES; CONSTRUCTION OF LEASE: Nothing contained herein shall be deemed or construed by the Parties hereto, nor by and 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 neither the method of computation of rent, nor 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 LESSOR and LESSEE. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neutral genders, as appropriate. This contract shall be governed by the laws of the State of Florida. Any changes in the 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.

20. SURRENDER AT END OF TERM: Upon the expiration of the term hereof or sooner termination of this lease, LESSEE agrees to surrender and yield possession of the demised Premises to the LESSOR, 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.

21. NOTICES: The checks for rental or other sums accruing hereunder shall be forwarded to the LESSOR at the following address until LESSEE is notified otherwise in writing:

Pinellas County Real Estate Management  
Real Property Division  
Attention: Manager  
509 East Avenue South  
Clearwater, FL 33756

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

Department of Juvenile Justice  
Bureau of General Services  
Atten: Leasing Administrator  
2737 Centerview Drive, Suite 1406  
Tallahassee, Florida 32399

22. QUIET ENJOYMENT: The LESSOR covenants and agrees that upon LESSEE paying said rent and 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 demised for the term aforesaid.

23. 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 LESSEE to assign LESSEE's interest under this lease is and shall be subject to the written consent of the LESSOR 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.

24. 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.

25. 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.

26. FISCAL FUNDING: In the event funds are not appropriated by the LESSEE or LESSOR respectively, in any fiscal year for purposes described herein, this Lease shall be deemed to terminate at the expiration of the fiscal year for which funds were appropriated and expended.



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

WITNESSES:

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

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

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

By: \_\_\_\_\_  
Karen W. Seel, Chair

WITNESSES:

*Leann Gray*  
\_\_\_\_\_  
Print Name: Leann Gray

*Susan Sparks*  
\_\_\_\_\_  
Print Name: SUSAN SPARKS

LESSEE: STATE OF FLORIDA,  
DEPT. OF JUVENILE JUSTICE

By: *[Signature]*  
\_\_\_\_\_

Title: Bureau Chief

Print Name: Roger Kerling

APPROVED AS TO FORM

By: *Chelsea Hardy*  
\_\_\_\_\_  
Office of the County Attorney

# EXHIBIT "A"

## "Premises"

14500 49<sup>th</sup> Street North, Clearwater, Florida

Area: Suite 135

