



# Pinellas County

## Staff Report

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File #: 20-657D, Version: 1

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### **Subject:**

First Amendment to Lease Agreement and Opportunity to Cure with Excellerated Teaching Center, Inc.

### **Recommended Action:**

Approval and execution by the Director of Administrative Services of a First Amendment to Lease Agreement and Opportunity to Cure (Amendment) with Excellerated Teaching Center, Inc. (Excellerated) for use of space at the Lealman Exchange (LEX).

- Excellerated and the County entered into a lease agreement on October 23, 2018, whereby the County let unto Excellerated a portion of the real property at LEX.
- Excellerated is in arrears in rent in the amount of \$38,276.29.
- Excellerated has agreed to a repayment plan to be incorporated in this Amendment.

### **Strategic Plan:**

Ensure Public Health, Safety, and Welfare

2.2 Be a facilitator, convener, and purchaser of services for those in need

Foster Continual Economic Growth and Vitality

4.2 Invest in communities that need the most

Deliver First Class Services to the Public and Our Customers

5.1 Maximize partner relationships and public outreach

5.2 Be responsible stewards of the public's resources

5.3 Ensure effective and efficient delivery of county services and support

### **Summary:**

Execution of the Amendment will modify the terms of the lease agreement to allow Excellerated to renew their lease for an additional one (1) year term, change the terms of the lease agreement regarding late fees associated with past-due rents, and codify the terms for repayment of the past-due rents.

### **Background/Explanation:**

Excellerated is in arrears in rent payments in the amount of \$38,276.29, due to errors related to establishing a recurring electronic payment and tracking of receipt of payments. They desire to continue providing services for special needs children under the lease. This Amendment provides the opportunity to renew their lease which is not permitted under the current terms of the lease, due to the arrears.

The County is also waiving the late fees and interest associated with the current past due rents indicated in the amendment, but not for future rent payments. Late fees incurred after the signing of

this First Amendment shall be subject to the terms in Section 6 of the Lease Agreement.

**Fiscal Impact:**

Waiving of late fees totaling \$1,913.81

**Delegated Authority:**

Authority for the County Administrator to sign this First Amendment is granted under Code Section 2-62(a)(2) and further delegated to the Director of Administrative Services on December 2, 2019.

**Staff Member Responsible:**

Andrew W. Pupke, Division Director, Facilities and Real Property Division

**Partners:**

Excellerated Teaching Center, Inc.

**Attachments:**

First Amendment to Lease Agreement and Opportunity to Cure

Location Map

Lease Agreement