

APPROVED: \_\_\_\_\_

CONTRACT NO. \_\_\_\_\_

BCC APPROVED: \_\_\_\_\_

## FIRST AMENDED AND RESTATED LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made and entered into and effective as of October 25, 2016 ("Effective Date"), by and between the City of North Port, Florida ("Landlord") and Sarasota County, a political subdivision of the State of Florida ("Tenant").

## RECITALS

WHEREAS, Tenant desires to be part of the Family Service Center, whose mission is to collaboratively integrate human service providers and governmental entities to provide a multitude of services to the North Port community;

WHEREAS, Landlord owns the property located at 6919 Outreach Way, North Port, Florida (the "Property"); and

WHEREAS, Tenant desires to lease a portion of the building on the Property pursuant to the terms and conditions of this Agreement; and

WHEREAS, Landlord and Tenant previously entered into a Lease Agreement effective October 1, 2016 ("Previous Lease"), concerning five office spaces at the Property; and

WHEREAS, Tenant now desires to lease a sixth office space at the Property; and

WHEREAS, Landlord and Tenant intend for this Agreement to replace said Lease Agreement in its entirety.

NOW, THEREFORE, for and in consideration of the mutual covenants specified herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**1. Premises.**

Landlord hereby leases and lets unto Tenant, and Tenant hereby agrees to lease from Landlord, the following portion of the building on the Property:

Approximately One Thousand Three Hundred Fifty-Eight (1,358) square feet of furnished office space located at 6919 Outreach Way, Suite A, North Port, Florida 34287 (the "Premises"); and

Approximately One Thousand Three Hundred One (1,301) square feet of furnished office space located at 6919 Outreach Way, Suite 1, North Port, Florida 34287 (the "Premises"); and

Approximately One Thousand Three Hundred Eighty-Nine (1,389) square feet of furnished office space located at 6919 Outreach Way, Suite 4, North Port, Florida 34287 (the "Premises"); and

Approximately One Hundred Sixty (160) square feet of furnished office space located at 6919 Outreach Way, B105, North Port, Florida 34287 (the "Premises"); and

Approximately One Hundred Twenty-two (122) square feet of furnished office space located at 6919 Outreach Way, B109, North Port, Florida 34287 (the "Premises"); and

Approximately One Hundred Twenty (120) square feet of furnished office space located at 6919 Outreach Way, B113, North Port, Florida 34287 (the "Premises").

## **2. Use of the Premises.**

2.1 Business Use. Tenant shall use the Premises for a minimum of thirty-two (32) hours per week, primarily to carry on its business of providing health and human services and for any related administrative uses.

2.2 Common Areas. Tenant and its employees, agents, licensees, and invitees shall have use of the Premises as outlined herein and the right to use, in common with other tenants of the Property, the common areas, surface parking and to all other rights and privileges appurtenant thereto, subject to rules and regulations for the use thereof as Landlord prescribes from time to time.

2.3 Disturbance or Improper Use. Tenant shall continuously and uninterruptedly use, occupy, operate and conduct its business on the Premises in such manner as to further the mission of Landlord's General Services Department, Social Services Division. Tenant further agrees not to use the Premises or Property, or permit the Premises or Property to be used, for any unlawful business or practice or in a manner that disturbs other tenants.

2.4 Policies and Procedures. Landlord may, from time to time, issue policies and/or procedures related to the Property. Tenant agrees to abide by all such policies and/or procedures.

2.5 Hazardous Materials Prohibited. To the best of Landlord's knowledge, as of the commencement date of this Agreement, no hazardous materials or conditions exist at the Premises. Except as otherwise provided herein, Tenant, its agents, licensees, and invitees shall not use, handle, store, display or generate hazardous materials (materials that are ignitable, corrosive, toxic or reactive) in or on the Premises. "Hazardous materials" shall mean those substances defined as "hazardous substances," "hazardous materials," "hazardous wastes," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, *et seq.*; in the regulations adopted and promulgated pursuant

thereto; and in the applicable laws, regulations and ordinances enacted by the State of Florida, Sarasota County, and/or the City of North Port.

### **3. Lease Term and Termination.**

3.1. Term. The Previous Lease shall remain in effect until this Agreement commences. The term of this Agreement shall commence on the Effective Date and terminate on September 30, 2017 ("Initial Term"). After the Initial Term, unless otherwise terminated, this Agreement shall renew in one year increments from year-to-year thereafter, provided that in no event shall this lease extend for more than a ten (10) year term.

3.2. Termination. Except as otherwise provided herein, either party may terminate this Agreement at any time without penalty or premium upon sixty (60) days written notice.

### **4. Payments Due to Landlord.**

4.1. Rent. Tenant agrees to pay to Landlord the following rent amounts, calculated at fourteen dollars (\$14.00) per square foot, per year, divided into twelve (12) monthly payments:

- a. One Thousand, Five Hundred Eight-Four dollars and Thirty-three cents (\$1,584.33) per month for Suite A;
- b. One Thousand, Five Hundred Seventeen dollars and Eighty-three cents (\$1,517.83) per month for Suite 1;
- c. One Thousand, Six Hundred Twenty dollars and Fifty cents (\$1,620.50) per month for Suite 4;
- d. One Hundred Eight-Six dollars and Sixty-six cents (\$186.66) per month for Suite B105;
- e. One Hundred Forty-Two dollars and Thirty-three cents (\$142.33) per month for Suite B109; and
- f. One Hundred Forty dollars (\$140.00) per month for Suite B113.

The rent due for any partial calendar months included in the lease term shall be prorated on a daily basis.

4.2. Due Date and Address for Rent Payment. In accordance with the Local Government Prompt Payment Act, Florida Statutes Sections 218.70 – 218.80, as may be amended from time to time, ("Prompt Payment Act"), Tenant shall pay rent no later than forty-five (45) days from the first day of the preceding month. Landlord shall not be required to provide monthly invoices to Tenant. The monthly rent shall be payable to Landlord at 6919 Outreach Way, North Port, Florida 34287, or such other place as Landlord designates by notice in writing.

4.3. Security Deposit. No security deposit is required in connection with this Agreement.

4.4. Utilities. Tenant agrees to pay all monthly recurring internet connection charges for the Premises. Tenant also agrees to pay all monthly recurring telephone charges, pro-rated by the number of handsets Tenant utilizes as a part of the phone system, and all long distance and/or other toll telephone charges generated by extensions located in the Premises. Landlord shall invoice Tenant quarterly for said charges and payment shall be due within forty-five (45) days of the date of the invoice.

4.5. Late Fee. If Tenant fails to pay rent or utilities in full before the end of the fifth (5th) day after the due date, Landlord will charge, and Tenant agrees to pay, interest as permitted by the Prompt Payment Act.

4.6. Appropriations Clause. Tenant's performance and obligation to pay under this Agreement is contingent upon an appropriation by the Sarasota Board of County Commissioners. Tenant shall promptly notify Landlord if the necessary appropriation is not made.

## **5. Signage.**

5.1. Landlord shall erect signage identifying the Property in general and identifying Tenant. Landlord, in its sole discretion, shall determine the size, location, and numbers of such signage.

5.2. Tenant shall not paint, display, inscribe, maintain, or affix any signs to the Property's or the Premises' interior or exterior and shall not make changes to any sign, fixture, advertisement, notice, lettering or direction on any part of the outside of the building or common areas without Landlord's written consent. Tenant shall bear all expenses associated with the purchase, maintenance, installation, repair, and removal of such signage and advertising.

## **6. Maintenance and Repairs.**

6.1. Landlord Responsibility. Landlord agrees to provide for all building operating and maintenance costs and common area maintenance necessary to keep the Premises in good repair and order including the following amenities and services: (i) All maintenance and repairs required for structural portions of the building including the foundation, common areas, exterior and interior walls, glass windows, building grounds, maintenance and repair of exterior area; (ii) all maintenance and repairs required to mechanical and plumbing systems, air conditioning (HVAC) or utility lines, electrical lines, wires and equipment supplied by Landlord; (iii) all building operating, maintenance and repair expenses to Premises including, but not limited to, management overhead, fees, insurance and taxes, other than those payable by Tenant as provided herein, and capital costs, sidewalk, walkways, driveway and surface parking area, landscaping and lawn care, window cleaning, pest control, and HVAC service; (iv) exterior lighting; (v) repairs or damage to the Premises resulting from malfunctioning of building heating and air conditioning (HVAC) equipment, plumbing or electrical fixtures; (vi) all charges for water, sewer, electric, and trash collection services to the Premises; and (vii) a telephone system and any installation and maintenance charges associated with such system.

6.2. Tenant Responsibility. Tenant, at its expense, shall maintain the interior of the Premises in a clean and healthy condition and notify Landlord immediately when maintenance or repair is needed. Tenant shall leave the Premises in as good a condition as when received, except for reasonable wear and tear, loss by fire or other casualty, and acts of God, and shall remove all trash and debris and leave Premises in broom-swept condition.

6.3. Tenant Negligence. Landlord shall not be responsible for the cost of any repairs necessitated by the negligent acts or omissions of Tenant, its directors, officers, agents, employees, licensees or invitees. Tenant shall reimburse Landlord for any such repairs upon written demand.

## **7. Alterations and Improvements.**

7.1. With Landlord's written consent, Tenant, at Tenant's expense, shall have the right to remodel, redecorate, and make improvements to the Premises, provided the same are coordinated, approved, and performed through Landlord. All improvements and alterations, including plumbing, light fixtures, and affixed partitions shall become Landlord's property and shall remain upon and be surrendered with the Premises upon termination of this Agreement.

7.2. If Tenant makes any alteration or improvement of the Premises without Landlord's written consent, Tenant shall restore Premises substantially to its original condition as approved by Landlord, unless Landlord provides written notice that a particular alteration or improvement shall remain intact.

7.3. All furniture, portable partitions, appliances, electronic equipment, or computers, which have been or will be installed by Tenant, at its expense, shall remain the property of Tenant and may be removed at any time during the term of this Agreement by Tenant, provided that same can be removed without damage to Premises.

## **8. Right of Entry.**

Landlord shall have the right to enter the Premises at reasonable hours to inspect, maintain, clean, or repair the Premises, provided Landlord shall not unreasonably interfere with Tenant's business on the Premises.

## **9. Covenant of Quiet Enjoyment.**

Landlord covenants and warrants that upon Tenant's performance of its obligations herein, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Premises during the term of this Agreement, subject only to the terms hereof, reservations, restrictions and easements of record, and applicable zoning and other government regulations.

## **10. Destruction of the Premises.**

In the event that the Premises is totally destroyed by fire, act of God, or other casualty, or any substantial portion of the Premises is so damaged or destroyed thereby rendering same unfit for Tenant's purposes for at least sixty (60) days, Landlord may terminate this Agreement upon

written notice to Tenant and the rights of all parties hereunder shall cease, except such rights and liabilities as may have accrued to the date of such destruction.

**11. Insurance, Property Loss and Damage.**

Tenant is self-insured for all liability claims and related expenses pursuant to the provisions of the Florida Statutes.

**12. Default and Remedies.**

12.1. Tenant Default. The occurrence of any one of the following events shall constitute a default of Tenant: (i) Abandonment of the Premises for a period of thirty (30) consecutive days; (ii) failure to pay rent or any other monies due and continuing for a period of ten (10) days after the same is due; (iii) filing a voluntary petition in bankruptcy; (iv) receivership, attachment, or other judicial seizure of substantially all of Tenant's assets on the Premises; (v) failure to execute and deliver to Landlord any estoppel certificate or Agreement amendment within the time periods and in the manner required; (vi) an assignment or sublease, or attempted assignment or sublease, of this Agreement or the Premises; (vii) failure in the performance of any agreements or obligations in this Agreement; (viii) chronic delinquency in the payment of rent, or any other payments required to be paid by Tenant under this Agreement; or (ix) failure to perform or observe any other condition or obligation of this Agreement and to cure such failure within thirty (30) days following Landlord's written notice to Tenant.

12.2. Landlord Default. Landlord shall be in default if Landlord fails to perform or observe any condition or obligation of this Agreement within thirty (30) days following Tenant's written notice to Landlord, provided that:

a. If the nature of the default reasonably requires more than thirty (30) days, Landlord shall not be in default hereunder if Landlord has promptly commenced and is diligently pursuing a cure; and

b. If the nature of the default poses an imminent danger to persons or property, then the period of time for cure shall be a reasonable period of time in light of the circumstances.

12.3. Landlord Remedies. In the event of Tenant's default, Landlord may: (i) Terminate this Agreement; (ii) re-enter the Premises, terminate Tenant's right of possession of the Premises, and re-let all or any part of the Premises; (iii) cure the default on behalf of Tenant, and Tenant shall pay the reasonable costs of such cure upon written demand; and/or (iv) pursue any other remedy now or hereafter available under the law.

12.4. No Waiver of Landlord's Remedies. Landlord's acceptance of any rent payment in an amount less than the amount due and owing, and/or any other act of forbearance concerning and breach or default by Tenant, shall not constitute a waiver of Landlord's right to collect the full amount due or pursue remedies for default, including proceeding with an eviction claim. Landlord's acceptance of rent, partial rent, and/or any act of forbearance or waiver of any breach or default of this Agreement by Tenant shall not be construed as a continuing waiver or

consent to any subsequent breach, or default by Tenant and shall not bar Landlord's right to demand strict compliance with that provision or any other provision of this Agreement. No course of dealing between Landlord and Tenant shall constitute a waiver of any of Landlord's rights or any of Tenant's obligations as due hereunder.

12.5. Tenant Remedies. In the event of Landlord's default, Tenant has the following remedies: (i) Cure the default on behalf of Landlord, and Landlord shall pay the reasonable costs of such cure upon written demand; and/or (ii) pursue any other remedy now or hereafter available under the law.

12.6. Mitigation. Both parties agree to mitigate their damages upon default.

**13. Notices.**

Except as otherwise provided herein, all notices, invoices, reports, or any other type of documentation required by this Agreement shall be made in writing and shall be deemed given and served when deposited in the United States mail, postage paid, to the addresses listed below. Either party may change its address or representative by providing written notice to the other Party.

Landlord: City of North Port  
Director, Department of General Services  
4970 City Hall Blvd  
North Port, Florida 34286  
(941) 429-7113

Tenant: Sarasota County Real Estate Services  
1660 Ringling Blvd  
Sarasota, Florida 34236  
(941) 861-5840

With courtesy copies to:

Office of the Sarasota County Attorney  
1660 Ringling Blvd, Second Floor  
Sarasota, Florida 34236  
and  
Florida Department of Health in Sarasota  
2200 Ringling Blvd.  
Sarasota, FL 34237

**14. Radon Gas.**

Pursuant to Florida Statutes Section 404.056(5), Landlord is required to provide the following notice:

**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 health department.

**15. Estoppel Certificates.**

Each party agrees to provide to the other, at any time, within ten (10) days of a written request, a certificate certifying that this Agreement is unmodified and in full force and effect or in full force and effect as modified, and stating the modifications. The certificate shall also state the amount of monthly rent, the dates to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. It is intended that any such certificate may be relied upon by any prospective purchaser or mortgagee of the Premises, or any portion thereof, or any lender of Landlord.

**16. Sublease and Assignment.**

Tenant shall not transfer, assign, sublet, underlet, mortgage, pledge or encumber this Agreement.

**17. Miscellaneous.**

17.1. Binding Effect/Counterparts. By the signatures affixed hereto, the Parties intend to be bound by the terms and conditions hereof. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors and assigns. It may be signed in counterparts.

17.2. Governing Law and Venue. This Agreement is made under and shall be construed in accordance with the laws of the State of Florida. For any judicial proceeding brought concerning this Agreement, venue shall be solely in Sarasota County, Florida.

17.3. No Agency. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the Parties, it being understood and agreed that neither the method of computation of rent, or any other provisions contained herein, or any acts of the Parties shall be deemed to create any relationship between them other than that of Landlord and Tenant.

17.4. Severability. Should any provision of this Agreement be decided by the courts to be illegal, invalid, or conflict with any law, the validity of the remaining portions or provisions of this Agreement shall not be affected thereby.

17.5. Headings. The descriptive titles appearing in each respective paragraph thereof are for convenience only and are not a part of this Agreement and do not affect its construction.

17.6. Complete Agreement. This Agreement contains and embodies all the representations, covenants and promises made by the Parties. Except as otherwise provided



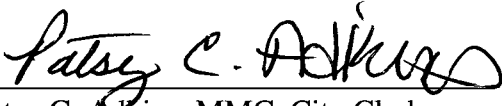
herein, no modifications or Amendments to this Agreement shall be valid unless in writing and executed by the Parties.

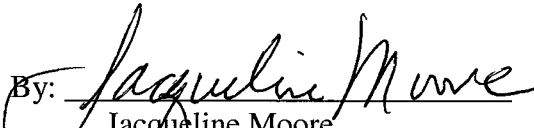
IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease under seal as of the dates written.

LANDLORD

ATTEST:

City of North Port, Florida

  
Patsy C. Adkins, MMC, City Clerk

By:   
Jacqueline Moore  
Mayor

Approved as to Form and Correctness:

  
Mark Moriarty, City Attorney

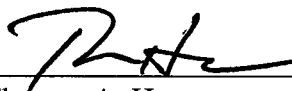
TENANT

ATTEST:

Karen E. Rushing, Clerk of the Circuit  
Court and Ex-Officio Clerk of the Board  
of County Commissioners


SARASOTA COUNTY  
BOARD OF COUNTY COMMISSIONERS  
OF SARASOTA COUNTY, FLORIDA

BY: \_\_\_\_\_  
Deputy Clerk

By:   
Thomas A. Harmer  
County Administrator

Date: 11/2/16  
Executed by the County Administrator  
Pursuant to Ordinance No. 2014-095 and  
Resolution No. 2014-220 **2016-056**

Approved as to form and correctness:

BY:   
County Attorney **TRW**