

APPROVED: 10/21/2019**LEASE AGREEMENT**

THIS LEASE AGREEMENT ("Agreement") is made and entered into by and between the City of North Port, Florida ("Landlord"), and Sarasota County, a political subdivision of the State of Florida ("Tenant"), (Landlord and Tenant shall be collectively referred to as the "Parties").

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; and

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

WHEREAS, Tenant and Landlord previously entered into a lease agreement, County Contract No. 2017-0018 dated November 2, 2016 ("Previous Lease"); and

WHEREAS, Tenant now desires to enter into a new lease agreement with the Landlord for Suite B113 and Suite 4 of the building on the Property pursuant to the terms and conditions of this Agreement, and upon execution by the Parties, this Agreement will replace and supersede the Previous Lease.

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 (collectively referred to as the "Premises"):

1.1 Suite B113. Approximately one hundred and twenty-two (122) square feet of furnished office space located at 6919 Outreach Way, Suite B113, North Port, Florida 34287; and

1.2 Suite 4. 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.

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 use.

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 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 term of this Agreement shall commence on the date the last Party executes and terminates on August 31, 2020 ("Initial Term"). After the Initial Term, unless otherwise terminated, this Agreement shall automatically renew for one (1) year terms thereafter, provided that in no event shall this Agreement renew for more than four (4) consecutive one (1) year terms.

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. **Termination of Existing/Previous Agreement.**

Under the Previous Lease, Tenant leased Suites A, 1, 4, B105, B109, and B113 from Landlord. Tenant provided notice of termination as to Suites B105, B109, Suite A, and Suite 1, pursuant to the letter dated June 26, 2019. All obligations and responsibilities under the Previous Lease are null and void. Tenant's continued occupancy of B113 and Suite 4 shall be governed solely by the provisions of this present Agreement.

5. **Payments Due to Landlord.**

5.1. **Rental Amount.** Rent shall be calculated at nine dollars and fifty cents (\$9.50) per square foot, per year, divided into twelve (12) monthly payments. Tenant agrees to pay Landlord rent in the amount of ninety five dollars (\$95.00) per month for Suite B113, and one thousand ninety nine dollars and sixty three cents (\$1,099.63) per month for Suite 4, for a total monthly rent payment of one thousand one hundred ninety four dollars and sixty three cents (\$1,194.63).

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

5.3. 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 (the "Prompt Payment Act"), Tenant shall pay on the first day of each calendar month, payable to Landlord at 6919 Outreach Way, North Port, Florida 34287, or such other place as Landlord designates by notice in writing.

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

5.5. Telecommunications. 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 thirty (30) days of the date of the invoice.

5.6. 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 the interest as permitted by the Prompt Payment Act.

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.

7. Signage.

7.1. 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.

7.2. 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.

8. Maintenance and Repairs.

8.1. 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 for 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; (vii) a telephone system and any installation and maintenance charges associated with such system; and (viii) all maintenance and repairs relating to any freezing, bursting, or leaking of, or water otherwise coming out of pipes or sprinklers, leaks in the roof, or the lack of a sprinkler system or fire prevention system, or the failure of a sprinkler system or fire prevention system to work properly.

8.2. **Tenant Responsibility.** Tenant, at its expense, shall maintain the interior of the Premises in a clean and healthy condition. Upon termination or expiration of this Agreement, Tenant shall leave the Premises in as good or better 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. Tenant shall provide Landlord at least ten (10) days written notice when maintenance or repair is needed.

8.3. **Landlord Curing Responsibility.** If Landlord fails to make the repairs or maintenance within seven (7) days (or such longer period if the repairs or maintenance cannot reasonably be made within said 7 day period), rendering the Premises untenable, Tenant may provide written notice to Landlord of its intent to withhold rent for the next rental period until the repair or maintenance is completed or provide written notice to Landlord of its intent to abandon the Premises, terminate the lease, and avoid any liability for future rent or charges.

8.4. **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.

9. **Alterations and Improvements.**

9.1. With Landlord's written consent, Tenant, at Tenant's expense, shall have the right to remodel, redecorate, and make structural improvements to the Premises provided the same are pre-approved by Landlord at both the planning and building phase. 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 or expiration of this Agreement.

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

9.3. 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.

10. **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.

11. 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.

12. 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) consecutive days, Landlord or Tenant may terminate this Agreement upon written notice to the other Party and the rights of all Parties hereunder shall cease, except such rights and liabilities as may have accrued to the date of such destruction.

13. Indemnification.

13.1. The Landlord and Tenant agree to indemnify and save harmless the other Party, its agents, officials, and employees against all injuries, deaths, losses, damage claim, suits, liabilities, judgments, costs, attorney fees, and expenses which may accrue against the other Party as a consequence of the intentional or negligent acts of the indemnifying Party's employees, agents, invitees, customers, clients, family members, guests, subtenants, or licensees arising out of the performance of each Party's obligations under this Agreement up to the maximum limits provided by Florida Statutes Section 768.28. Nothing contained in this section shall constitute a waiver of sovereign immunity or of the limitations on liability provided to either Party under the Florida Constitution or general law. In the event of any threatened or impending action that may give rise to a claim under the terms of this section, the Party seeking indemnification for such claim must promptly give notice to the other Party in writing by certified mail. The indemnity provided herein shall not apply to any settlement agreement entered into by one Party without the consent of the indemnifying Party.

13.2. Tenant is self-insured for all liability claims and related expenses pursuant to the provisions of Florida Statute Section 768.28. Subject to the limitation of the Florida Statutes Section 768.28, Tenant agrees to indemnify and hold harmless Landlord from liability for negligent actions of Tenant in connection with this Agreement, including negligent acts or omissions by Tenant's agents, employees, invitees, licensees, customers, clients, family members, guests and subtenants. Nothing contained herein shall be construed as a waiver of Sovereign Immunity under Section 768.28, Florida Statutes.

13.3. The Landlord shall indemnify and hold harmless the Tenant from and against any liabilities that may arise out of any act, neglect, omission or default of the Landlord, Landlord's agent, officers, contractors or employee's performance or failure to perform under the terms of this Agreement.

13.4. Survival of Covenants. The agreements and covenants in this Section 13 shall survive termination or expiration of the Agreement with respect to matters that occur during its Term.

13.5. Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of the Parties as set forth in Florida Statutes, Section 768.28.

14. Default and Remedies.

14.1. **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) filing a voluntary petition in bankruptcy; (iii) failure to execute and deliver to Landlord any estoppel certificate or Agreement amendment within the time periods and in the manner required; (iv) an assignment or sublease, or attempted assignment or sublease, of this Agreement or the Premises; (v) failure in the performance of any agreements or obligations in this Agreement; or (vi) 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.

14.2. **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. 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.

14.3. **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 specific performance or injunctive relief.

14.4. **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 any 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.

14.5. **Tenant Remedies.** In the event of Landlord's default, Tenant has the following remedies: (i) provide written notice to Landlord of its intent to withhold rent for the next rental period; (ii) provide written notice to Landlord of its intent to abandon the Premises, terminate the lease and avoid any liability for future rent or charges; and/or (iii) pursue any other remedy now or hereafter available under the law.

14.6. In the event of a dispute between the Parties under this Agreement, the City Manager and the County Administrator or their designated representatives shall review such dispute and options for resolution. Any dispute not resolved by the representatives shall be referred to the City Manager and the County Administrator to address. The decision of the City Manager and the County Administrator regarding the dispute shall be final. In the event the City Manager and County Administrator are unable to agree, then the matter shall be referred to the respective Commissions, who jointly may elect to hold a joint meeting. This process shall substitute for the dispute resolution process set forth in Chapter 164 of the Florida Statutes.

14.7 Mediation. If the Parties are unsuccessful in trying to settle the dispute, the Parties may enter into mediation in Sarasota County, Florida, with the Parties sharing equally in the cost of such mediation.

14.8 Any dispute, action, or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Sarasota County, Florida, or where proper subject matter jurisdiction exists in the United States District Court of the Middle District of Florida. Each Party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

14.9 Waiver of Jury Trial. The Parties hereby expressly agree that in the event of litigation regarding this Agreement, any and all rights to jury trial are waived.

14.10 No Interpretation against Drafter. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or considering same shall not apply the presumption that the terms hereof shall be more strictly construed against a Party by reason of the rule or conclusion that a document should be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that all Parties hereto have participated in the preparation of this Agreement and that legal counsel was consulted by each Party hereto (or opportunity for such legal consultation afforded to each Party) before the execution of this Agreement.

14.11 Unless otherwise agreed in writing, each Party shall continue its obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

14.12 Mitigation. Both Parties agree to mitigate their damages upon default.

15. 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.

Tenant: Sarasota County Department of Health
2200 Ringling Blvd
Sarasota, Florida 34237
(941) 861-2900

With copies of Notices to:

Office of County Attorney
1660 Ringling Blvd, Second Floor
Sarasota, Florida 34236

Landlord: City of North Port, Florida
City Manager's Office
4970 City Hall Blvd

North Port, Florida 34286
(941) 429-7077

With copies of Notices to:

City Attorney's Office
4970 City Hall Blvd
North Port, Florida 34286
northportcityattorney@cityofnorthport.com

16. 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.

17. 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. 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.

18. Sublease and Assignment.

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

19. Miscellaneous.

19.1. 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, and successors. It may be signed in counterparts.

19.2. Governing Law and Venue. The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit In and for Sarasota County, Florida and the United States District Court for the Middle District of Florida.

19.3. 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 is 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.

19.4. **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.

19.5. **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.


19.6. **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.

19.7. **Non-Discrimination:** The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities, or services. The Tenant shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Agreement to be executed by their respective undersigned officers.

(This space left intentionally blank; signature pages follow)

TENANT
Sarasota County
Board of County Commissioners
of Sarasota County, Florida


By: Jonathan Lewis
County Administrator
Date: 10/21/19
Executed by the County Administrator
Pursuant to Resolution 2016-056

Approved as to form and correctness:

BY: 
County Attorney *RM*

LANDLORD
CITY OF NORTH PORT, FLORIDA



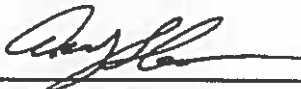
By: Christopher Hanks
Mayor

Attest



for Kathryn Wong
City Clerk

Approved as to Form and Correctness



Amber L. Slayton
City Attorney

