

LEASE AGREEMENT FOR BUSINESS SPACE

1. **AGREEMENT OF LEASE AND PREMISES.** THIS LEASE AGREEMENT, made and entered into as of this 10th day of January 2017, by and between Airport Commerce, LLC, as LANDLORD and Manatee County, a political subdivision of the State of Florida, as TENANT.

WITNESSETH

2. LANDLORD hereby leases to TENANT and TENANT hereby takes from LANDLORD the following described LEASED PREMISES, situated in the County of Manatee and being approximately +/- 4,115 square feet of business space and having a street address of 7632 15th Street East, Sarasota, Florida 34243 and having a property description of Airport Commerce Center together with all improvements therein and thereon belonging or pertaining to said LEASED PREMISES, including all rights, privileges, easements and appurtenances belonging or pertaining thereto.

3. **TERM.** The term of this LEASE AGREEMENT shall be for ONE (1) year commencing on the 1st day of February 2017 and ending at 11:59 E.D.T. on the 31st day of January 2018.

4. **EARLY TERMINATION.** LANDLORD and TENANT agree that TENANT shall have the right to terminate the LEASE AGREEMENT at any time. TENANT may exercise this right by providing LANDLORD written notice of intent to terminate no less than NINETY (90) days prior to the date of termination.

5. **RENEWAL.** TENANT may elect to renew this LEASE AGREEMENT for up to TWO (2) additional ONE (1) year terms. Each election to renew shall be automatic unless TENANT furnishes notice of non-renewal in writing to LANDLORD at least NINETY (90) days prior to the end of the LEASE AGREEMENT period or renewal term. Such non-renewal notice shall be by letter signed by the Chairperson or the Vice Chairperson of the Board of County Commissioners of Manatee County, Florida or the County Administrator of Manatee County. All terms and conditions of this LEASE AGREEMENT shall be the same for any renewal period, except that rent shall be adjusted in accordance with section SEVEN (7).

6. **RENT.** TENANT agrees to pay to LANDLORD, in United States currency, Annual Rent of \$50,184.00, payable in equal monthly installments of \$4,182.00. LANDLORD agrees that TENANT shall not be deemed in default for failure to pay rent, if rent is paid with reasonable promptness in accordance with the TENANT's payment procedures after receipt of monthly invoices from the LANDLORD. LANDLORD agrees to invoice TENANT monthly for rent and charges. LANDLORD and TENANT agree that the terms of the Local Government Prompt Payment Act (Sections 218.70 – 218.80, Florida Statutes) shall govern with respect to calculating the time at which payment is due. TENANT shall be exempt from the payment of State of Florida Sales Tax in accordance with Florida Consumer's Certificate of Exemption.

7. **RENT ADJUSTMENT.** The annual rent to be paid by TENANT shall be increased by THREE PERCENT (3%) at the beginning of each additional renewal term.

8. **WATER, SEWER, GARBAGE AND TRASH CHARGES.** TENANT agrees to pay to LANDLORD, in United States currency, the total annual amount of **\$720.00**, payable in equal monthly installments of **\$60.00**, as a contribution toward water consumption, sewer services, garbage collection and use of trash dumpsters and receptacles.

9. **USE OF LEASED PREMISES.** The LEASED PREMISES shall be used and occupied primarily to **conduct the business of governmental administration and for other related uses.** TENANT shall, at its own risk and expense, obtain all governmental licenses and permits necessary for such use. TENANT shall not use the premises for any business or purpose which is unlawful or extra hazardous on account of fire or another casualty. No lodging or overnight occupancy of any kind is allowed.

10. **ACCEPTANCE OF LEASED PREMISES.** TENANT acknowledges that it has fully inspected and accepted the LEASED PREMISES in their present condition and "as is," and that the same are suitable for the use specified in section **NINE (9)** of this LEASE AGREEMENT. TENANT further acknowledges that all items are presently in working order. TENANT shall maintain said LEASED PREMISES in accordance with section **FIFTEEN (15)** of this LEASE AGREEMENT.

11. **QUIET ENJOYMENT.** LANDLORD covenants, warrants and represents that it has full right and power to execute this LEASE AGREEMENT and to grant the estate demised herein and that TENANT, upon payment of the rent and charges herein described, and performing the terms, conditions and covenants herein recited, shall peaceably and quietly have, hold and enjoy the LEASED PREMISES during the full term of this LEASE AGREEMENT, and any extension hereof.

12. **ASSIGNMENT AND SUBLETTING.** Except as otherwise provided for herein, TENANT shall not assign, transfer, sublease, mortgage, pledge or otherwise encumber the LEASED PREMISES or any part thereof without the express, written consent of LANDLORD first obtained; provided, however, that LANDLORD's consent shall not be unreasonably withheld. TENANT shall promptly present all documents to LANDLORD relating to any proposed new tenant and the proposed assignment, transfer or sublease as LANDLORD may reasonably request. In the event of any assignment, transfer or sublease by TENANT, TENANT shall remain liable for the full performance of each and every covenant and condition hereunder. LANDLORD's approval of any subtenant or assignee is conditioned upon there being no additional compliance required with all laws, rules and regulations of any governmental authority required of either LANDLORD or TENANT and such approval shall create no responsibility or liability on the part of LANDLORD for any non-compliance with laws, rules and regulations of any governmental authority. In the event of any sublease or assignment of all or any portion of the LEASED PREMISES where the rent in the sublease or assignment exceeds the rent or pro rata portion of the rent, as the case may be, for such space in the lease, TENANT shall pay LANDLORD monthly, at the same time as the monthly installments of rent hereunder, **ONE-HALF (1/2)** of the excess rent paid for the sublease over the rent in this LEASE AGREEMENT applicable to the sublease space. LANDLORD specifically authorizes TENANT to sublease the LEASED PREMISES to the Sarasota/Manatee Metropolitan Planning Organization.



13. **REPAIRS, ALTERATIONS AND ADDITIONS.** LANDLORD shall not be called upon to make any ordinary repairs or improvements whatsoever during the term of this LEASE AGREEMENT and any extension thereof, except to the roof and those matters enumerated in section **FOURTEEN (14)**. TENANT shall take good care of the LEASED PREMISES and the fixtures therein, and at TENANT's sole cost, shall make all repairs necessary to keep them in good working order and condition, including structural repairs when those are necessitated by the fault or negligence of TENANT, or TENANT's agents, employees or invitees. TENANT shall not make any alterations, additions or improvements to the LEASED PREMISES without the prior written consent of LANDLORD.

14. **MAINTENANCE BY LANDLORD.** LANDLORD shall at its expense maintain and repair, except for reasonable wear and tear, in good order and condition, only the sprinkler system, roof, foundation and the structural soundness of the exterior walls (excluding all windows, window glass, plate glass and all doors) of the building of which the LEASED PREMISES is a part. TENANT shall repair and pay for any damage caused by TENANT's negligence or default hereunder. TENANT shall promptly give written notice to LANDLORD of the need for repairs and LANDLORD shall proceed diligently to make such repairs after having had reasonable opportunity. LANDLORD's liability hereunder shall be limited to costs of such repairs and corrections.

15. **MAINTENANCE BY TENANT.** TENANT shall, at its own risk and expense, and in accordance with all applicable codes and regulations, maintain all other parts of the LEASED PREMISES other than those enumerated in section **FOURTEEN (14)** to be the responsibility of LANDLORD, including but not limited to all windows, doors, glass, air-conditioning systems and filters, electrical systems and fixtures, plumbing systems and fixtures from the meter to and within the LEASED PREMISES, all in good and sanitary condition. TENANT shall be solely responsible for replacement of light bulbs and locks, if any. TENANT shall, at its own cost and expense, keep and maintain in good working order all utilities, fixtures and mechanical equipment, including equipment installed by LANDLORD, located in or on the LEASED PREMISES. TENANT shall make all repairs and replacements in and about same necessary to preserve them in good order and condition, which repairs and replacements shall be equal in quality to the original work and promptly pay the expense of such repairs and replacements.

A. TENANT agrees that dumpsters and receptacles provided by LANDLORD are for disposal of bagged office related trash only. TENANT shall not use such dumpsters and receptacles for any other purpose. If TENANT requires additional disposal service, TENANT shall be solely responsible for providing same.

B. If TENANT supplies additional trash dumpsters or receptacles, such dumpsters or receptacles shall be metal containers with metal tops and shall be kept in a location and painted with a design which have both been approved by LANDLORD. TENANT shall contract at its own expense with a waste collecting authority for removal of all trash kept in additional dumpsters or receptacles at reasonable intervals.



TENANT shall not store any trash, merchandise, crates, pallets or materials of any kind outside the LEASED PREMISES and shall not burn trash or other substances in or about the LEASED PREMISES nor shall TENANT permit rubbish, refuse or garbage to accumulate or a fire hazard to exist in or about the demised premises. The appearance of the LEASED PREMISES is TENANT's responsibility. No inoperable vehicles, recreational vehicles or vehicles without valid license tags, boats, motors, or other similar equipment shall be stored outside the premises. It is the intent of this LEASE AGREEMENT to prohibit any outside storage of any type.

16. **COMPLIANCE WITH LAW.** TENANT shall comply with all governmental laws, ordinances and regulations applicable to the use of the LEASED PREMISES and shall promptly comply with all governmental orders and directives and/or orders and directives from LANDLORD for the correction and abatement of nuisances in, upon, or connected with the LEASED PREMISES at TENANT's sole risk and expense.

17. **WASTE.** TENANT shall not commit or suffer to be committed any waste upon the LEASED PREMISES or any nuisance, other act or thing which may disturb the quiet enjoyment of any other tenants in the building in which the LEASED PREMISES are located. In the event that TENANT shall engage in a course of conduct which violates these provisions, LANDLORD shall have the right, in addition to any other rights LANDLORD may have under this LEASE AGREEMENT or Florida Law, to evict TENANT.

18. **UTILITIES AND SERVICE.** TENANT will pay the appropriate utility service provider for water/sewer, gas, electricity, garbage charges and any deposit fees or any other expenses required to secure and maintain the availability of these services.

19. **SIGNS AND ADVERTISING.** No signs or advertising shall be placed on the exterior portion of the LEASED PREMISES or in windows by TENANT without prior written consent of LANDLORD which consent shall not be unreasonably withheld. All required licenses and permits pertaining to TENANT's signs and advertising shall be obtained at TENANT's expense.

20. **PARKING.** Unless otherwise specified by LANDLORD, TENANT shall have the right of non-exclusive use, in common with others, of (a) automobile parking areas, driveways and footways, and of (b) such loading facilities as may be designated, from time to time, by LANDLORD; all to be subject to the terms and conditions of this LEASE AGREEMENT and to reasonable rules and regulations for the use thereof as prescribed from time to time by LANDLORD. LANDLORD reserves the right to modify the layout of parking space assignments, provided such modification does not decrease the number of spaces assigned to TENANT, nor make parking inaccessible.

The paved area surrounding all buildings is hereby designated as COMMON AREA for the use of any of LANDLORD's tenants. The sole permitted uses of the COMMON AREA are: (1) parking in the spaces designated for parking; (2) driveway access from the entrances of the property to all bays; and (3) active loading and unloading of vehicles temporarily parked immediately behind any bay.



21. **LIENS.**

A. TENANT, at TENANT's expense, shall cause any lien filed against the real property of which the LEASED PREMISES are a part, for work or materials claimed to have been furnished to TENANT, to be discharged of record within **TEN (10)** days after notice thereof.

B. The interest of LANDLORD shall not be subject to liens for improvements made by TENANT in and to the LEASED PREMISES. TENANT shall notify contractors making such improvements of the provisions set forth in the preceding sentence of this sub-section. The parties agree to execute, acknowledge and deliver without charge a Memorandum of Lease in recordable form containing a confirmation that the interest of LANDLORD shall not be subject to liens for improvements made by TENANT to the LEASED PREMISES.

22. **DEFAULT.**

A. LANDLORD may terminate the LEASE AGREEMENT if: (a) TENANT or any Guarantor becomes bankrupt, insolvent (i.e., unable to pay its debts as they arise, or with liabilities greater than assets), or takes the benefit of any statutes for bankrupt or insolvent debtors; (b) a trustee, receiver, or like person is appointed with respect to the business or assets of TENANT or any Guarantor; (c) any of LANDLORD's policies of insurance are actually or threatened to be cancelled or adversely changed as a result of any use or occupancy of the LEASED PREMISES; (d) TENANT fails to cure a default in the performance of any material covenant of the LEASE AGREEMENT within **THIRTY (30)** days after written notice thereof from LANDLORD, except that the payment of rent or charges shall not constitute default in the performance of a material covenant.

B. At the expiration of any notice period in which TENANT has failed to cure the default, TENANT's rights under this LEASE AGREEMENT shall terminate and any rights of renewal or extension thereof shall terminate as completely as would upon expiration of the term of the LEASE AGREEMENT. Despite such termination of TENANT's rights pursuant to this section, TENANT shall remain liable for any and all sums due pursuant to this LEASE AGREEMENT and LANDLORD may, at its option, accelerate all rent and charges for the entire term of this LEASE AGREEMENT.

23. **RELETTING.** If LANDLORD shall re-enter the LEASED PREMISES on the default of TENANT, by summary proceedings or otherwise: (a) LANDLORD may re-let the LEASED PREMISES or any part thereof, as TENANT's agent, in the name of LANDLORD for a term shorter or longer than the balance of the term of the LEASE AGREEMENT, (b) TENANT shall pay LANDLORD any deficiency between the rent hereby reserved and the net amount of any rents collected by LANDLORD for the remaining term of the LEASE AGREEMENT, through such reletting. Such deficiency shall become due and payable monthly, as it is determined. LANDLORD shall have no obligation to re-let the LEASED PREMISES, and its failure to do so shall not affect TENANT's liability hereunder. In computing the deficiency, LANDLORD may



deduct from the amount of rent collected through subletting all reasonable expenses incurred in obtaining possession or re-letting the LEASED PREMISES, including attorneys' and brokerage fees and costs of restoring the LEASED PREMISES to a rentable condition.

24. **LANDLORD MAY CURE DEFAULTS.** If TENANT shall default in performing any covenant or condition of this LEASE AGREEMENT, LANDLORD may perform the same for the account of TENANT, and TENANT shall reimburse LANDLORD for any expense incurred therefore, plus interest thereon at the rate of **ONE AND ONE-HALF PERCENT (1.5%)** per month until paid.

25. **DESTRUCTION OF PREMISES.**

A. If the LEASED PREMISES are damaged or destroyed so that the LEASED PREMISES are rendered wholly untenable, the rent shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the LEASED PREMISES have been repaired or restored by LANDLORD, provided, however, that in the event the LEASED PREMISES have been rendered wholly untenable, LANDLORD or TENANT (provided that TENANT is not at fault for the damage) shall have the right to terminate the LEASE AGREEMENT by giving notice to the other of its exercise of such right at any time within **THIRTY (30)** days after the occurrence of such damage or destruction. If this notice is given, the LEASE AGREEMENT shall terminate on the date specified in the notice, (which shall not be more than **FIFTEEN (15)** days after giving of such notice), as fully and completely as if such date were the date set forth in the LEASE AGREEMENT. If TENANT exercises the option to terminate the LEASE AGREEMENT, TENANT must immediately vacate the LEASED PREMISES. If neither party has given notice of termination as herein provided, LANDLORD shall proceed to repair the LEASED PREMISES and the LEASE AGREEMENT shall not terminate.

B. If the LEASED PREMISES shall be partially damaged or partially destroyed, the damages shall be repaired by and at the expense of LANDLORD and the rent and charges until such repairs are made shall be apportioned according to the part of the LEASED PREMISES which is usable by TENANT. LANDLORD shall not be liable for any inconvenience or annoyance to TENANT resulting from such damage or the repair thereof, and shall not be liable for any delay in restoring the LEASED PREMISES. If the LEASED PREMISES are partially damaged or partially destroyed as a result of the wrongful or negligent act of TENANT or any person on the LEASED PREMISES with TENANT's consent, there shall be no apportionment or abatement of rent.

26. **WAIVER OF SUBROGATION.** In case of damage or destruction to the LEASED PREMISES, or any contents thereof, each party shall look first to any insurance in its favor before making any claim against the other party and each party (i) hereby releases the other party, its agents, employees for loss or damage covered under such policies, and (ii) shall immediately notify its insurance carrier that the foregoing mutual waiver of subrogation is contained in this LEASE AGREEMENT, and shall obtain for each policy of such insurance, a waiver of subrogation endorsement permitting waiver of any claim against the other party for loss or damage within the scope of the insurance.

27. **REQUIREMENTS OF LAW.** TENANT, at its expense, shall comply with all regulations of any governmental authority having jurisdiction with respect to the LEASED PREMISES or the use or occupancy thereof. TENANT will promptly pay any sums assessed to TENANT by governmental authorities for the use and occupation of the LEASED PREMISES including fire inspection and backflow prevention device recertification fees. Should LANDLORD be required to pay any governmental authorities for charges attributable to TENANT's use of the LEASED PREMISES, TENANT shall reimburse LANDLORD within **THIRTY (30)** days of billing. Any sums due LANDLORD herein shall be considered as additional charges.

28. **SUBORDINATION.** This LEASE AGREEMENT is subject and subordinate to all present and future mortgages and other encumbrances affecting the real property of which the LEASED PREMISES form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. TENANT agrees to consider executing at no expense to LANDLORD any instrument which may be deemed necessary by LANDLORD to further affect the subordination of the LEASE AGREEMENT herein provided.

29. **CONDEMNATION.** If the whole or any substantial part of the LEASED PREMISES shall be condemned by eminent domain for any public or quasi-public purpose, this LEASE AGREEMENT shall terminate on the date of the vesting of title in the condemning authority, and TENANT shall have no claim against LANDLORD for the value of any unexpired portion of the term of this LEASE AGREEMENT, nor shall TENANT be entitled to any part of the condemnation award. If less than a substantial part of the LEASED PREMISES is condemned, this LEASE AGREEMENT shall not terminate, but rent shall abate in proportion to the portion of the LEASED PREMISES condemned.

30. **RIGHT OF ENTRY.** LANDLORD or LANDLORD's agents may enter the LEASED PREMISES at any reasonable time, on reasonable notice to TENANT (except that no notice need be given in case of emergency) for the purposes of inspection or making such repairs as LANDLORD deems necessary or desirable. LANDLORD may show the LEASED PREMISES to prospective purchasers and mortgagees and, during the **SIX (6)** months prior to termination of the LEASE AGREEMENT, prospective tenants, during business hours upon reasonable notice to TENANT.

31. **INDEMNITY AND INSURANCE.** To the extent permitted by Section 768.28, Florida Statutes, TENANT shall indemnify and hold LANDLORD harmless from any and all liabilities, costs and expenses, including reasonable attorney's fees at all levels, which may arise or be claimed against LANDLORD from the use or occupancy of the LEASED PREMISES by TENANT or from any acts, omissions, neglect or fault of TENANT, its servants, employees, licensees, visitors or invitees. LANDLORD shall not be liable to TENANT for any damage or injuries to the person or property of TENANT or any other person or entity for the acts, negligence, omissions or faults of any third parties. TENANT, at its own expense, shall provide and keep in force during the term of this LEASE AGREEMENT, through either self-insurance or purchased insurance or a combination thereof, liability coverage, including bodily injury and property damage, in the amount of not less than **ONE MILLION DOLLARS AND NO/100 (\$1,000,000.00)** per occurrence and **TWO MILLION DOLLARS (\$2,000,000.00)** aggregate.

TENANT, at its own expense, shall provide and keep in force during the term of this LEASE AGREEMENT, through either self-insurance or purchased insurance or a combination thereof, appropriate insurance in the amount of not less than **EIGHTY PERCENT (80%)** of the value of TENANT's contents stored in the LEASED PREMISES. Within **THIRTY (30)** days of commencement of the LEASE AGREEMENT and commencement of any renewal terms, TENANT shall furnish LANDLORD with a Letter of Self-Insurance signed by the Risk Manager outlining TENANT's insurance coverage limits. LANDLORD shall not be liable for any damage to property of TENANT or of others located on the LEASED PREMISES, nor for the loss of or damage to any property of TENANT or of others by theft or otherwise. LANDLORD shall not be liable for any such damage caused by other tenants or person in the LEASED PREMISES, occupants of adjacent property, of the building, or the public, or caused by operations in construction of any private, public or quasi-public work. All property of TENANT kept or stored in the LEASED PREMISES shall be so kept or stored at the risk of TENANT only and TENANT shall, to the extent permitted by Section 768.28, Florida Statutes, hold LANDLORD harmless from any claims arising out of damage to the same, including subrogation claims by TENANT's insurance carriers.

32. **END OF LEASE AGREEMENT AND ABANDONED PROPERTY.** At the end of the LEASE AGREEMENT, TENANT shall vacate and surrender the LEASED PREMISES to LANDLORD, broom clean and in as good condition as at the beginning of the term, ordinary wear and tear excepted, and TENANT shall remove all of TENANT's property. All property, installations and additions required to be removed by TENANT at the end of the term which remain in the LEASED PREMISES after TENANT has vacated shall be considered abandoned by TENANT and, at the option of LANDLORD, may either be retained as LANDLORD's property or may be removed by LANDLORD at TENANT's expense.

33. **HOLDING OVER AND DOUBLE RENT.** If TENANT holds over and continues in possession of the LEASED PREMISES, or any part thereof, after the expiration or termination of the LEASE AGREEMENT without LANDLORD's permission, LANDLORD may recover double the amount of the rent and charges due for each day TENANT holds over and refuses to surrender possession. Such daily rent shall be computed by dividing the rent and additional charges for the last month of the LEASE AGREEMENT by **FIFTEEN (15)**.

34. **LIABILITY OF LANDLORD.** LANDLORD, its parent or subsidiary companies, its affiliates, directors, employees, members, officers, partners, shareholders or trustees shall have absolutely no personal liability with respect to any provision of this LEASE AGREEMENT, or any obligation or liability arising therefore or in connection therewith. TENANT shall look solely to the equity of the then owner of LANDLORD's interest in the LEASED PREMISES for the satisfaction of any remedies of TENANT in the event of a breach by LANDLORD of any of its obligations. Such exculpation of liability shall be absolute and without any exception whatsoever.

35. **NO WAIVER OF LEASE TERMS.** The failure of LANDLORD or TENANT to take an action against the other for violation of any of the terms of the LEASE AGREEMENT shall not prevent a subsequent act of a similar nature from being a violation of the LEASE AGREEMENT. No act or agreement to accept surrender of the LEASED PREMISES from TENANT shall be valid unless in writing signed by LANDLORD.

36. **BROKERS AND LANDLORD'S MANAGEMENT COMPANY.** TENANT represents and warrants that it has not dealt with any real estate agent or broker in connection with this transaction other than LANDLORD'S MANAGEMENT COMPANY. If TENANT's representation and warranty as aforesaid proves to be untrue, TENANT will, to the extent permitted by Section 768.28, Florida Statutes, indemnify LANDLORD and LANDLORD'S MANAGEMENT COMPANY against all resulting liabilities, costs and expenses, including reasonable attorneys' fees and costs through all appellate actions and proceedings, if any. The foregoing provision shall survive the expiration and termination of the LEASE AGREEMENT and shall remain in full force and effect after termination of the LEASE AGREEMENT for a period of no more than **ONE (1)** year. TENANT shall abide by and comply with all appropriate and reasonable directions, instructions and requests made by LANDLORD'S MANAGEMENT COMPANY provided same are not in conflict with the terms of this LEASE AGREEMENT.

37. **NOTICES AND PAYMENT OF RENT AND CHARGES.** All Notices shall be given by hand delivery in person or by registered or certified mail, postage prepaid. Any notice by TENANT to LANDLORD shall be in writing and addressed to 696 NE 125th Street, North Miami, Florida 33161, or to such other address as LANDLORD may designate in writing. Any notice by LANDLORD to TENANT shall be in writing and addressed to Property Acquisition Division Manager, 1112 Manatee Avenue West, 8th Floor, Bradenton, Florida 34205 and to County Attorney, 1112 Manatee Avenue West, 9th Floor, Bradenton, Florida 34205, or to such other address as TENANT may designate in writing. All notices shall be deemed effective and received upon actual receipt or **FIVE (5)** days after mailing, whichever occurs first. All rent and charges shall be paid to Airport Commerce, LLC, and mailed to Airport Commerce, LLC, 696 NE 125th Street, North Miami, Florida 33161 or at such other place as LANDLORD may designate.

38. **NO ORAL AGREEMENTS; SUCCESSOR INTERESTS.** The contents of this LEASE AGREEMENT set forth the entire understanding of the parties, shall be binding upon and shall inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto and shall not be changed or terminated orally.

39. **ENVIRONMENTAL COMPLIANCE.** TENANT will strictly comply with all federal, state, county, city and/or district regulations, laws and ordinances with regard to toxic or hazardous wastes or to environmental protection of the land, ground water and aquifer, (collectively ENVIRONMENTAL LAWS) and in the event TENANT is found by reason of TENANT's use or occupancy of or activities on the premises in violation of any ENVIRONMENTAL LAWS, mandating monitoring or a clean-up or re-filling of the area or other remedial action, then, to the extent permitted by Section 768.28, Florida Statutes, TENANT will indemnify and hold LANDLORD harmless from all losses, damages, liabilities and expenses, including reasonable attorney's fees (whether or not litigation is involved and if

so, at all trial and appellate levels) and court costs, which may arise or be claimed against LANDLORD as a result of such a breach of ENVIRONMENTAL LAWS.

TENANT shall fully cooperate in allowing, from time to time, such examinations, tests, inspections, and reviews of the premises as LANDLORD, in its sole and absolute discretion, shall determine to be advisable in order to evaluate any potential environmental problems. LANDLORD expressly reserves the right to conduct examinations, test (including but not limited to a geohydrolic survey of soil and subsurface conditions), inspections and reviews of the premises as LANDLORD, in its sole and absolute discretion, may determine to be necessary.

TENANT's failure to comply with these provisions shall constitute a default under the terms of the LEASE AGREEMENT.

40. **RADON GAS.** 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.

41. **MISCELLANEOUS.**

A. TENANT acknowledges and represents that it has not relied upon any statement, representation, promise, agreement or warranty, whether prior or contemporaneous, by any person or party unless such are expressly set forth in writing in this LEASE AGREEMENT.

B. If any portion of this LEASE AGREEMENT is found, by a court of competent jurisdiction, to be invalid, the remainder shall not be effected and shall remain in full force and effect.

C. This LEASE AGREEMENT shall be interpreted and governed in accordance with the laws of the State of Florida. Venue for resolution of all disputes regarding the terms of this LEASE AGREEMENT, whether by mediation, arbitration or litigation, shall lie in Manatee County, Florida.

D. No rule of construction shall be applied whereby any provision would be construed against the drafting party.

E. Captions of the various sections, of this LEASE AGREEMENT are intended to be used solely for convenience and are not intended and shall not be deemed to modify or aid in the construction of any of the provisions of this LEASE AGREEMENT.

42. **PAPER CHECK PROCESSING.** Notice is hereby provided to TENANT that its paper checks sent to LANDLORD may be converted to images by use of a scanner and that the transaction may be completed through the Automated Clearing House network or with Image Replacement Documents or Check Image Exchange as permitted under Check Clearing for the

21st Century Act, 12 U.S.C. Sections 5001 et seq. and the regulations thereunder (the SERVICES), when applicable. Unless TENANT notifies LANDLORD in writing not to process TENANT's paper checks using the SERVICES, TENANT's paper checks may be converted to images and processed using the SERVICES. TENANT hereby authorizes LANDLORD to convert TENANT's paper checks to images and process them through the SERVICES.

IN WITNESS WHEREOF, the parties hereto have executed this LEASE AGREEMENT on the date first above written.

LANDLORD:

Airport Commerce, LLC, a Florida limited liability company



First Witness Signature

Oscar Fiallos

First Witness Printed Name



Second Witness Signature

David A Noble

Second Witness Printed Name

By:

Signature

As:

Title

Printed Name



manager

Yoram Izhak



TENANT:
MANATEE COUNTY, a political
subdivision of the State of Florida

By: its Board of County Commissioners



By: *[Signature]*
Chairperson

Date: *January 10, 2017*

ATTEST: ANGELINA COLONNESSO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: *[Signature]*
Deputy Clerk

[Handwritten mark]

January 10, 2017 - Regular Meeting
Agenda Item #18

Approved in Open Session 1/10/17,
Manatee County
Board of County Commissioners

Subject

Lease Agreement for Business Space with Airport Commerce, LLC, for Metropolitan Planning Organization by Manatee County as the Lessee for property located at 7632 15th Street East, Bradenton, Florida.

Briefings

None

Contact and/or Presenter Information

Joy Leggett-Murphy, Property Acquisition Division Manager, Property Management, Extension 3439.

Tim Cristello, Real Property Specialist, Property Acquisition Division, Property Management, Extension 6284.

Action Requested

- Execution of Lease Agreement for Business Space with Airport Commerce, LLC, on offices occupied by the Sarasota/Bradenton Metropolitan Planning Organization.

Enabling/Regulating Authority

Chapter 125, Florida Statutes, Section 125.031 Lease or Lease-Purchases of property for public purposes.

Background Discussion

- The Sarasota/Bradenton Metropolitan Planning Organization (MPO) is responsible for an area that covers the counties of Manatee, Sarasota, and Charlotte. The MPO's goal is to maintain and improve the roadway and transportation systems within the MPO jurisdiction.
- The MPO main office facilities are leased from the Airport Commerce, LLC (Landlord) by Manatee County; the County has acted as the Lessee under the terms of this lease since 1993 and the lease has been ongoing since that time.
- The current lease has expired. Manatee County tenancy is month to month and either party can terminate this month to month tenancy by giving at least fifteen (15) days notice, which is not desirable. This new lease agreement for business space will be for a period of one (1) year with rent of \$4,182.00 per month (\$50,184.00 annually). This is an increase of two percent (2%) from the prior lease plus utilities at the prior rate of \$60.00 per month (\$720.00 annually.)
- The lease agreement will also allow the tenant to renew the lease period for up to two (2) additional one (1) year terms and will increase at a rate of three percent (3%) during each of the additional one (1) year extensions. The tenant has non-renewal option with the right to terminate lease with a ninety (90) day written notice to the Landlord at any time without penalty, explanation, or justification to the Landlord.
- All administrative expenses of the MPO are paid through Federal planning programs. Funds spent by

the County for rent, utilities, maintenance, and other expenses associated with the operation of the property, including costs for replacement of carpeting, are submitted on a quarterly basis to the Florida Department of Transportation for reimbursement.

County Attorney Review

Formal Written Review (Opinion memo must be attached)

Explanation of Other

Reviewing Attorney

D'Agostino

Instructions to Board Records

Please return executed lease agreement to Tim Cristello, Real Property Specialist, Property Acquisition, 1112 Manatee Avenue West, Suite 800, Bradenton, Florida.

Please email a copy of the executed Lease Agreement for Business Space to the following:

Tim Cristello, Real Property Specialist, Property Acquisition Division, at Tim.Cristello@mymanatee.org

David Hutchinson, Executive Director, Metropolitan Planning Organization, at Dave@mymppo.org

David Noble, Leasing Manager, IMC Equity Group, at David.Noble@imcpropertymanagement.com

Chris Daley, Contracts Specialist, Purchasing Department, at Chris.Daley@mymanatee.org

Distributed 1/13/17, RT

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A

Attachment: [Lease Agreement for Business Space with Airport Commerce, LLC for Metropolitan Planning Organization.pdf](#)

Attachment: [Metropolitan Planning Organization Memo Regarding Office Space.pdf](#)

Attachment: [RLS Matter No. 2016-0754.pdf](#)

Attachment: [Location Map Metropolitan Planning Organization Office Site.pdf](#)



Metropolitan Planning Organization

www.mympo.org

Councilman Patrick Roff, Chair
Mayor Willie Shaw, Vice Chair

Commissioner Vanessa Baugh
Manatee County

Commissioner Betsy Benac
Manatee County

Commissioner Carlos Beruff
Sarasota-Manatee Airport Authority

Councilman Gene Brown
City of Bradenton

Mayor Shirley Groover Bryant
City of Palmetto

Commissioner Larry Bustle
Manatee County

Commissioner Susan Chapman
City of Sarasota

Councilman Bob Daniels
City of Venice

Commissioner Jack Daly
Town of Longboat Key

Commissioner Charles Hines
Sarasota County

Mayor Bob Johnson
Anna Maria, Bradenton Beach & Holmes Beach

Commissioner Alan Maio
Sarasota County

Mayor Jacqueline Moore
City of North Port

Commissioner Christine Robinson
Sarasota County

Councilman Patrick Roff
City of Bradenton

Mayor Willie Shaw
City of Sarasota

Commissioner Linda Yates
City of North Port

L.K. Nandam, District Secretary
Florida Department of Transportation

MEMORANDUM

TO: Manatee County Board of County Commissioners
FROM: David L. Hutchinson, Executive Director *dlh*
RE: County Office Space for the Sarasota/Manatee MPO
DATE: November 28, 2016

The Sarasota/Manatee Metropolitan Planning Organization (MPO) is an independent governmental entity pursuant Federal laws and regulations, and in accordance with Florida Statutes 339.175, et. seq. It represents both Manatee and Sarasota counties as well as nine municipalities and the Sarasota-Bradenton International Airport. Its geographic area spans from the Hillsborough County Line to the Charlotte County line, a distance of 70 miles. As such, it is important to maintain an office and meeting location central to the jurisdictions and citizens it serves.

An MPO office location near the Sarasota/Manatee county line is beneficial for Board members and citizens who attend meetings or conduct business with the MPO. The MPO utilizes a large conference room to hold its Technical Advisory Committee and Citizen Advisory Committee meetings at its office and hosts numerous other meetings. The members of these committees represent both Manatee and Sarasota County jurisdictions, including municipalities, school districts, and other organizations from both counties.

The following factors were considered as office location options were explored with Manatee County staff.

1. The location must be accessible to Sarasota County persons as well as Manatee County residents.
2. The space must have a conference room that can accommodate regional meetings of up to forty (40) persons,



David Hutchinson
Executive Director

**Sarasota/Manatee
Metropolitan Planning Organization**
7632 15th Street East
Sarasota, Florida 34243-3248

(941) 359-5772
Fax (941) 359-5779

at least 7 offices, and adequate storage for the extensive records the MPO maintains.

3. The MPO office should be accessible via public transportation, preferably by both county transit systems or a simple connection.

While totally independent, State law authorizes MPOs to contract with private or other governmental entities for services. All of the Sarasota/Manatee MPO's operating budget is funded by federal planning funds. In other words, the jurisdictions in the Sarasota/Manatee MPO do not pay for MPO services.

The Sarasota/Manatee MPO has leased its current office space since approximately September of 1994. While the lease is between the Airport Commerce Center and Manatee County Government, the MPO reimburses the lease payments with federal funds.

Currently by way of an Interlocal Agreement between Manatee County and the MPO, Manatee County pays expenses incurred by the MPO, with reimbursement to Manatee County occurring on a quarterly basis. The MPO pays for all expenses incurred such as the utilization of Manatee County Facilities.

Thank you again for Manatee County's consistent support of the MPO operations. Please contact me if you have any questions or comments.

DLH:sc:rm



OFFICE OF THE COUNTY ATTORNEY

MITCHELL O. PALMER, COUNTY ATTORNEY*
William E. Clague, Assistant County Attorney
Sarah A. Schenk, Assistant County Attorney**
Christopher M. De Carlo, Assistant County Attorney
Geoffrey K. Nichols, Assistant County Attorney
Pamela J. D'Agostino, Assistant County Attorney
Anne M. Morris, Assistant County Attorney
Katharine M. Zamboni, Assistant County Attorney

MEMORANDUM

DATE: December 2, 2016

TO: Joy Leggett-Murphy, Property Acquisition Division Manager, Property Acquisition Division, Property Management Department

THROUGH: Mitchell O. Palmer, County Attorney *mop 12/9/16*

FROM: Pamela J. D'Agostino, Assistant County Attorney *PJD 12-2-2016*

RE: **Lease Agreement Between Airport Commerce, LLC and Manatee County on Behalf of Metropolitan Planning Organization; CAO Matter No. 2016-0754**

Issue Presented:

In this Request for Legal Services, you have asked the County Attorney's Office (CAO) to review a draft lease agreement (Draft) between Airport Commerce Center, LLC (Landlord) and Manatee County and make revisions as needed. Specifically, you identified nine (9) provisions which you believed warranted legal review and requested advice regarding the sufficiency of a ninety (90) day early termination clause.

Brief Answer:

I reviewed the Draft and made extensive revisions, with input from staff as to the business terms. The attached final lease agreement (Lease Agreement), is legally sufficient to present to the Landlord for execution and ultimately the Board of County Commissioners (Board) for consideration.

* Board Certified in Construction Law

** Board Certified in City, County, & Local Government Law

Recommendation:

The Lease Agreement should be presented to the Landlord for execution first. If the Board executes the Lease Agreement, staff should provide the County's Risk Manager with a copy of the executed agreement to ensure full compliance with all insurance obligations.

Background:

Today, Manatee County is engaged in a month to month tenancy for the subject property. As such, either party can terminate this month to month tenancy by giving at least fifteen (15) days' notice to the other prior to the end of any monthly period. Section 83.03, Florida Statutes.

Discussion:

The Draft submitted for review is not legally sufficient as it has inconsistent, ambiguous and vague language. Furthermore, within it are conditions that are inapplicable to non-residential leases, such as this. Several clauses of the Draft render it legally unacceptable, including the provision pertaining to confidentiality. Staff expressed particular concern regarding the following aspects of the Draft: (1) the term of the lease and the ability to terminate early, (2) rent and what that included and late fees for failing to pay rent timely, (3) written consent from the Landlord to assign or sublet, (4) the Landlord's ability to terminate the lease if rent is not paid within three days of demand, (5) the Landlord's ability to recover fees and expenses in certain instances, (6) waiver of trial by jury, (7) holding over and double rent in the event of same, (8) the liability of Landlord, and (9) relocation.

I worked closely with Property Management and Risk Management staff to create a Lease Agreement that encompasses all of the business terms which staff desired and which would be legally acceptable for presentation to the Board. Where appropriate, the necessary language has been inserted to protect the County's sovereign immunity and limit its liability pursuant to Section 768.28, Florida Statutes. However, staff should take note of the following provisions to ensure compliance with the lease terms if executed by the Board.

Term and Renewal

The term of this lease is one year commencing on February 1, 2017, and ending at 11:59 E.D.T. on January 31, 2018. This lease will automatically renew for one, one-year term unless the County sends the Landlord a letter signed by either the Chairperson, the Vice Chairperson or the County Administrator notifying the Landlord of the County's desire to not renew. This letter must be furnished to the Landlord at least ninety (90) days prior January 31, 2018. The County is free to allow the lease to automatically renew for a second one-year terms as well. Practically speaking,

if after entering into this Lease Agreement, the County wishes to remain a tenant of these premises until January 31, 2020, no action need be taken because the lease will automatically renew for two additional one-year terms. However, if the County ever desires to exercise its non-renewal option, it must do so by the means described above at least ninety (90) days prior to the end of lease period. The County is also free to terminate at any time by providing written notice no less than ninety (90) days prior to the date of desired termination.

Rent

Rent must be paid with reasonable promptness in accordance with the County's payment procedures after receipt of monthly invoices from the Landlord. The Local Government Prompt Payment Act (Section 218.70 – 218.80, Florida Statutes) shall govern.

Acceptance of Leased Premises

By signing the Lease Agreement, the County acknowledges that it has fully inspected and accepted the leases premises in their present condition and "as is" and further acknowledges that all items are in working order. If staff is going to recommend execution of this Lease Agreement, staff should confirm that the above is true and correct before presenting this to the Board.

Assignment and Subletting

The Lease Agreement specifically authorizes the County to sublease the premises to the Sarasota/Manatee Metropolitan Planning Organization. No additional written consent from the Landlord is required.

Repairs, Alterations and Additions, Maintenance by Landlord and Maintenance by Tenant

Staff should be mindful that the Landlord is not responsible for ordinary repairs or improvements. The respective maintenance obligations of the parties are outlined in detail.

Utilities and Service

Pursuant to this Lease Agreement, the County is responsible for paying the appropriate utility service providers for water/sewer, gas, electricity, garbage and any deposits, fees or expenses related to same.

Signs and Advertising

No signs or advertising can be placed on the exterior portion of the premises or in windows without first obtaining written consent from the Landlord.

Landlord May Cure Defaults

If the County defaults in performing any obligation, the Landlord may perform that obligation and the County must reimburse the Landlord for any expense plus interest at a rate of 1.5% per month until paid.

Holding Over and Double Rent

If the County holds over and continues in possession of the leased premises after expiration or termination of the Lease Agreement without Landlord's permission, the Landlord is entitled to double rent. By way of example, assume the County automatically renewed the lease for the maximum number of terms allowed (two additional one year terms). The last month of the lease would be January of 2020. Assume further that rent and charges for that month totaled \$5,000. If the County then held over and continued possession beyond 11:59 E.D.T. on January 31, 2020, without the Landlord's written permission, the Landlord is entitled to recover daily rent of \$333.33 per day (\$5,000 divided by 15 = \$333.33). Staff should be especially mindful of this provision to ensure that either the premises are vacated in a timely fashion in advance of January 31, 2020 or a new written agreement is negotiated well in advance in time to be adopted by the Board prior to January 31, 2020.

No Waiver of Lease Terms

Surrender of the premises by the County to the Landlord is not valid unless in writing and signed by the Landlord. Therefore, the County must obtain the Landlord's written, signed acknowledgement that the premises have been vacated and possession has been surrendered if the lease is terminated, not renewed or when the lease expires. This is necessary in order to establish that the County has not held over and is therefore not liable for double rent.

Brokers and Landlord's Management Company

The County must abide by and comply with all appropriate and reasonable directions, instructions and requests made by Landlord's Management Company, provided same are not in conflict with the terms of the lease.

Joy Leggett-Murphy, Property Acquisition Division Manager, Property Acquisition Division,
Property Management Department
December 2, 2016
Page 5 of 5

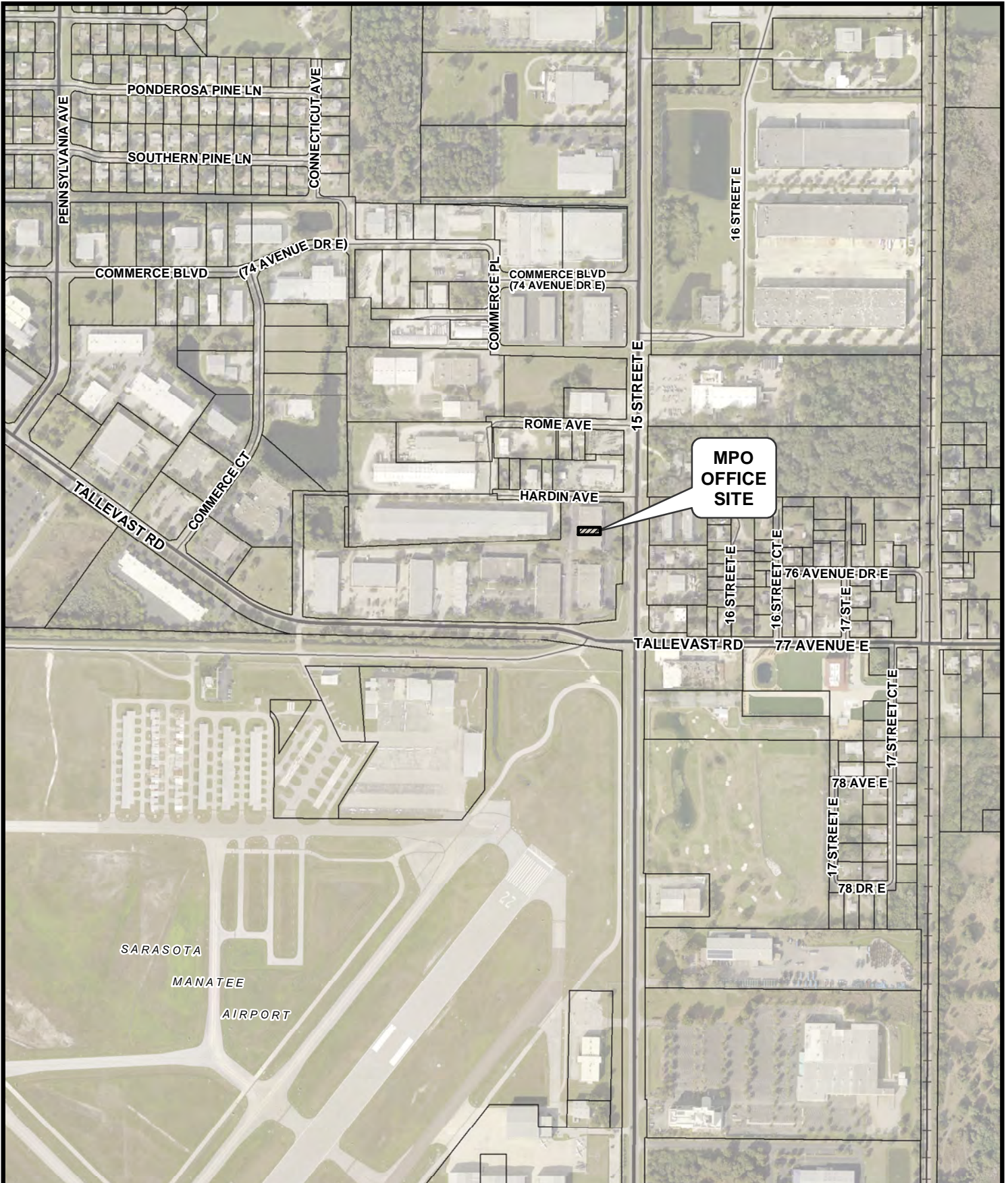
Conclusion:

The Draft has been significantly revised and contains the business terms requested by staff. The CAO's legal review was focused on identifying any errors or omissions that could give rise to a legal claim or case against the County. In rendering this legal opinion, the CAO has not offered any commentary as to the policy merits of the staff recommendation. The attached final Lease Agreement is legally sufficient to present to the Landlord for execution and the Board for consideration. The decision as to whether to enter into this Contract is a business decision which the Board has the authority to make. If the Board elects not to enter into this Lease Agreement, the County will remain in a month to month tenancy with the Landlord.

This completes my response to your Request for Legal Services. Please contact me if you have any questions or if I can be of further assistance.

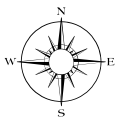
Copies to:

Ed Hunzeker, County Administrator
Karen Windon, Deputy County Administrator
Dan Schlandt, Deputy County Administrator
Charlie Bishop, Director, Property Management Department
Tim Cristello, Real Property Specialist, Property Acquisition Division, Property
Management Department
Linda Klasing, Risk Manager



**MPO
OFFICE
SITE**

**15TH STREET EAST & TALLEVAST ROAD
MPO OFFICE SITE
15TH STREET EAST
(Airport Commerce LLC)**



1 inch equals 600 feet



District 4 - COMMISSIONER ROBIN DISABATINO