

APPROVED in Open Session
6/12/2018
Manatee County Board of County
Commissioners

Manatee County Government Administrative Center
Commission Chambers, First Floor
9:00 a.m. - June 12, 2018

REVISED June 12, 2018 - Regular Meeting
Agenda Item #45

Subject

Lease Agreement between Manatee County and Commercial Ownership LTD for the relocation of EMS Stations 1 and 11

Briefings

None

Contact and/or Presenter Information

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

Chris Munyon, Real Property Specialist, Property Acquisition Division, Property Management Department, Extension 6285

Action Requested

Motion to authorize the County Administrator to execute and deliver the Lease Agreement substantially in the form set forth in the agenda item, with such insubstantial changes, insertions and omissions, and such exhibits thereto, as may be approved by the County Administrator and County Attorney, the execution thereof by the County Administrator on the advice of the County Attorney being conclusive evidence of such approval.

Enabling/Regulating Authority

Chapter 125, Florida Statutes, Section 125.031 Lease or Lease Purchase of Property for Public Purposes.

Background Discussion

- Manatee County Emergency Medical Services (EMS) was asked by the Fire Department to vacate the space currently housing Station 11 by July 1, 2018, due to space constraints.
- Manatee County Property Acquisition Division was approached to assist in locating a site that would facilitate an EMS station.
- During November 2017, a 2,145 square foot space for lease located at 4319 20th Street West, Suite 101, Bradenton, Florida, was identified as a potential site for Station 11.
- On November 17, 2017, the owners representative, EMS, and Property Acquisition toured the site. After the tour, EMS determined that the space would be an ideal location for the station with minimal changes and requested Property Acquisition to move forward with drafting the initial lease terms.
- EMS determined that housing both Station 11 and Station 1 at this location would be a better financial solution to keep costs at an acceptable level.
- On January 29, 2018, Property Management and EMS held a meeting to approve the initial lease terms.

Discussions included the responsibility of rent, construction costs, and the improvements needed to operate the space as an EMS Station.

- On February 22, 2018, Property Acquisition submitted the proposed lease terms to the ownership's real estate agent. After the initial terms were verbally agreed upon, Commercial Ownership LTD retained Attorney Douglas Peebles of Peebles Law Firm to draft the Lease Agreement.
- On March 26, 2018, Property Acquisition received a draft Lease Agreement prepared by Mr. Peebles. After staff review, some clarifications and additional negotiations were needed.
- On May 29, 2018, Property Acquisition received a revised draft of the Lease Agreement prepared by Attorney Douglas Peebles. After staff review, some of the changes needed were not incorporated within the new draft. Staff made the corrections to the Lease Agreement and submitted it to the ownership's real estate agent for review.
- The revised Lease Agreement and business terms are currently being reviewed and finalized by the ownership.
- The Lease Agreement has not been reviewed by the County Attorney's Office. Upon notification of the ownership's acceptance, the Lease Agreement will promptly be submitted to the County Attorney's Office for their review and comments.
- Time is of the essence.
- Staff recommends the Board of County Commissioners authorize the County Administrator to execute a Lease Agreement between Commercial Ownership LTD dba Venture Commercial Center and Manatee County during the recess period once the Lease Agreement has been vetted by the County Attorney's Office.
- The Public Safety Department will be responsible for the costs associated with the operation of the facility including: rent, improvements, utilities, and maintenance.
- Attached is the lease agreement draft version currently under ownership review.
- A Request for Legal Services has been submitted to the County Attorney's Office to review the Lease Agreement.

County Attorney Review

Not Reviewed (No apparent legal issues)

Explanation of Other

Reviewing Attorney

N/A

Instructions to Board Records

Please notify Chris Munyon, Real Property Specialist at chris.munyon@mymanatee.org and Paul DiCicco, EMS Chief, at paul.dicicco@mymanatee.org.

Cost and Funds Source Account Number and Name

Potential costs - 001-0007101-541004; 800 MHz Radio Charges - \$8,000.00 for Station Alerting System, 546004; Building Repair and Maintenance - \$8,000.00 for construction costs

Amount and Frequency of Recurring Costs

Potential costs - 001-0007101-544000; First year's rent of approximately \$2,860.00 per month with escalations year over year.

Manatee County Government Administrative Center
Commission Chambers, First Floor
9:00 a.m. - June 12, 2018

Attachment: [Draft Lease Manatee County EMS Clean Version 6.6.18.pdf](#)

Attachment: [Location Map - EMS Station.pdf](#)

June 12, 2018 - Regular Meeting
Agenda Item #45

Subject

Lease Agreement between Manatee County and Commercial Ownership LTD for the relocation of EMS Stations 1 and 11

Briefings

None

Item Updated

Contact and/or Presenter Information

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

Chris Munyon, Real Property Specialist, Property Acquisition Division, Property Management Department, Extension 6285

Action Requested

- Motion to authorize the County Administrator, during the recess period, to execute a Lease Agreement between Manatee County and Commercial Ownership LTD dba Venture Commercial Center for the relocation of Manatee County Emergency Medical Services Station 1 and 11.

Enabling/Regulating Authority

Chapter 125, Florida Statutes, Section 125.031 Lease or Lease Purchase of Property for Public Purposes.

Background Discussion

- Manatee County Emergency Medical Services (EMS) was asked by the Fire Department to vacate the space currently housing Station 11 by July 1, 2018, due to space constraints.
- Manatee County Property Acquisition Division was approached to assist in locating a site that would facilitate an EMS station.
- During November 2017, a 2,145 square foot space for lease located at 4319 20th Street West, Suite 101, Bradenton, Florida, was identified as a potential site for Station 11.
- On November 17, 2017, the owners representative, EMS, and Property Acquisition toured the site. After the tour, EMS determined that the space would be an ideal location for the station with minimal changes and requested Property Acquisition to move forward with drafting the initial lease terms.
- EMS determined that housing both Station 11 and Station 1 at this location would be a better financial solution to keep costs at an acceptable level.
- On January 29, 2018, Property Management and EMS held a meeting to approve the initial lease terms. Discussions included the responsibility of rent, construction costs, and the improvements needed to operate the space as an EMS Station.

Manatee County Government Administrative Center
Commission Chambers, First Floor
9:00 a.m. - June 12, 2018

- On February 22, 2018, Property Acquisition submitted the proposed lease terms to the ownership's real estate agent. After the initial terms were verbally agreed upon, Commercial Ownership LTD retained Attorney Douglas Peebles of Peebles Law Firm to draft the Lease Agreement.
- On March 26, 2018, Property Acquisition received a draft Lease Agreement prepared by Mr. Peebles. After staff review, some clarifications and additional negotiations were needed.
- On May 29, 2018, Property Acquisition received a revised draft of the Lease Agreement prepared by Attorney Douglas Peebles. After staff review, some of the changes needed were not incorporated within the new draft. Staff made the corrections to the Lease Agreement and submitted it to the ownership's real estate agent for review.
- The revised Lease Agreement and business terms are currently being reviewed and finalized by the ownership.
- The Lease Agreement has not been reviewed by the County Attorney's Office. Upon notification of the ownership's acceptance, the Lease Agreement will promptly be submitted to the County Attorney's Office for their review and comments.
- Time is of the essence.
- Staff recommends the Board of County Commissioners authorize the County Administrator to execute a Lease Agreement between Commercial Ownership LTD dba Venture Commercial Center and Manatee County during the recess period once the Lease Agreement has been vetted by the County Attorney's Office.
- The Public Safety Department will be responsible for the costs associated with the operation of the facility including: rent, improvements, utilities, and maintenance.
- Attached is the lease agreement draft version currently under ownership review.
- A Request for Legal Services has been submitted to the County Attorney's Office to review the Lease Agreement.

County Attorney Review

Not Reviewed (No apparent legal issues)

Explanation of Other

Reviewing Attorney

N/A

Instructions to Board Records

Please notify Chris Munyon, Real Property Specialist at chris.munyon@mymanatee.org and Paul DiCicco, EMS Chief, at paul.dicicco@mymanatee.org.

Cost and Funds Source Account Number and Name

Potential costs - 001-0007101-541004; 800 MHz Radio Charges - \$8,000.00 for Station Alerting System, 546004; Building Repair and Maintenance - \$8,000.00 for construction costs

Amount and Frequency of Recurring Costs

Potential costs - 001-0007101-544000; First year's rent of approximately \$2,860.00 per month with escalations year over year.

Manatee County Government Administrative Center
Commission Chambers, First Floor
9:00 a.m. - June 12, 2018

Attachment: [Draft Lease Manatee County EMS Clean Version 6.6.18.pdf](#)

Attachment: [Location Map - EMS Station.pdf](#)

MEMORANDUM



To: Ed Hunzeker, County Administrator
From: Diane Vollmer, Agenda Coordinator
Date: June 11, 2018
Subject: **Agenda Update for Meeting of June 12, 2018**

THIS MEMO AND THE CHANGES INDICATED BELOW ARE REFLECTED IN THE ELECTRONIC AGENDA (E-AGENDA)

CHANGES TO CONSENT AGENDA

NEIGHBORHOOD SERVICES

31. **Amendment #2 to the FY 17/18 Community Care for the Elderly (CCE) Grant Agreement – Budget Resolution B-18-078** was updated and replaced to complete the Batch ID number depicted in the Resolution.

PROPERTY MANAGEMENT

45. **Lease Agreement between Manatee County and Commercial Ownership LTD for the relocation of EMS Stations 1 and 11** – The requested action was revised to read:
“Motion to authorize the County Administrator to execute and deliver the Lease Agreement substantially in the form set forth in the agenda item, with such insubstantial changes, insertions and omissions, and such exhibits thereto, as may be approved by the County Administrator and County Attorney, the execution thereof by the County Administrator on the advice of the County Attorney being conclusive evidence of such approval.”
46. **Permanent Drainage Easement Agreement between Manatee County and Home Depot U.S.A., Inc., and execute the Consent, Joinder and Subordination Agreement between Manatee County and Great Lakes Developments, Inc., and Small Pond Holdings, Inc.:**
- The Permanent Drainage Easement Agreement was updated and replaced to provide for a correction to the notary on Page 3 of the agreement.
 - The Consent, Joinder and Subordination Agreement was updated and replaced to correct a scrivener’s error on Pages 1 and 2.
 - An Incumbency/Secretarial Certificate and a Real Estate Delegation of Authority from Home Depot U.S.A., Inc., were added to the agenda item.
48. **Sale and Purchase of Surplus Property located at 3521 222nd Street East, Bradenton; PID 301100004**
49. **Sale and Purchase of Surplus Property located at No Assigned Address, Myakka City; PID 313600009**
50. **Sale and Purchase of Surplus Real Property located at No Assigned Address, Myakka City; PID 316000009:**
- Exhibit A to each of the Contracts for Sale and Purchase was updated to correct the Form of County Deed; and
 - The County Deed attached to each of these items was updated and replaced to reflect the correct signature block.

REDEVELOPMENT AND ECONOMIC OPPORTUNITY

65. **Board Approval of Proposed Funding for FY 2018-19 Action Plan Projects and Activities –**
- The CDBG Application Summary was revised to show a reduction in the award for the UCP Adult Training Center by \$20,000 and the addition of funding for a roof replacement at the Anna Gayle Center (as outlined in an email to Commissioners on June 8).
 - The Background Discussion section of this item was updated to indicate the change in the number of CDBG eligible activities proposed for funding from 10 to 11.

County Administrator’s Office
1112 Manatee Avenue West, Bradenton, FL 34205
Phone number: (941) 745-3717

CHANGES TO ADVISORY BOARD/COMMITTEE APPOINTMENTS

NEIGHBORHOOD SERVICES

72. **Healthcare Advisory Board – Membership** – Deleted from the agenda.
- The list of the Health Care Advisory Board’s (HCAB) current membership was corrected and replaced; and
 - The following documents were attached to the agenda item: (1) Letter from the HCAB Chairman; (2) Draft minutes of the HCAB meeting of June 5, 2018; and (3) Resignation letter from Ernest Marshall.

CHANGES TO REGULAR AGENDA

BUILDING AND DEVELOPMENT SERVICES

77. **Authorization for Staff to Make Repairs - Bradenton Associates, Code Enforcement Case #CE2016120294:**
- The requested action was updated to include: “*Adoption of Budget Resolution B-18-086 amending the annual budget for Manatee County, Florida, for Fiscal Year 2017-2018.*”
 - Budget Resolution B-18-086 was added to the electronic agenda.

PARKS AND NATURAL RESOURCES

79. **Strategic Initiatives & Policies / Draft Parks Master Plan** – A PowerPoint presentation was added to this item.

ADDITIONS TO CONSENT AGENDA

The following agenda items are to be incorporated in, and considered a part of, the Consent Agenda as previously published in the agenda for this meeting of the Board of County Commissioners of Manatee County

ADMINISTRATOR

82. **Letter of Non-opposition for Skyway Bridge 10K Charity Run** – Request to: “*Authorize Chair to execute a letter of non-opposition to Florida Department of Transportation (FDOT) for a proposed 10k charity run across the Skyway Bridge March 3, 2019, and sponsored by the Armed Forces Families Foundation.*”

FINANCIAL MANAGEMENT

83. **Supervisor of Elections - HAVA (Help America Vote Act) Grant Award** – Request for:
- *Authorization for the Chairman to execute Certificate Regarding Matching Funds (Attachment D of MOA 2017-2018-0001, included in the required documentation package for this agenda item) obligating Manatee County to provide the required 15% local match of \$5,387 for the Help America Vote grant of \$35,915.*
 - *Adoption of Budget Resolution B-18-087 amending the annual budget for Manatee County, Florida, for fiscal year 2018.*

LEASE AGREEMENT

THIS LEASE, made and entered into in duplicate, each of which shall be considered an original, this _____ day of _____, 2018 by and between COMMERCIAL OWNERSHIP LTD dba VENTURE COMMERCIAL CENTER, hereinafter referred to as LANDLORD, and MANATEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "TENANT".

WITNESSETH: Whereas the Landlord is desirous of leasing and the Tenant is desirous of accepting a lease to the following described real property, situated in Manatee County, Florida, to wit; the premises known as 4319 20TH Street West, Suite 101, Bradenton, Florida 34205 as outlined on Exhibit "A" annexed hereto. For purposes of this Lease the rentable square footage area of the premises shall be deemed to be 2,145 sq. ft.

Now therefore in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the parties hereto do agree as follows:

1. **GRANT OF LEASE:** That the Landlord does hereby demise, let, rent and Lease unto Tenant, and Tenant does hereby hire and rent from Landlord, the above described real property, together with the appurtenances, and all Landlord's easements and privileges appertaining to or used in connection with said premises.
2. **TERM:** At the term of this LEASE shall commence Two (2) days after approval by the Board of County Commissioners. The term shall extend for a period of Five (5) years. The continued occupancy or hold-over by Tenant shall not create a new Lease or extend the term hereof. Any such hold-over shall be deemed to be a tenancy at sufferance.
3. **RENT:** The Tenant agrees to pay the Landlord, as rental hereunder, which rent was calculated for the first year at the rate of \$16.00 per square foot per year, with rent increasing after the first year at the rate of 3% annually, for the following rental rates:

A first-year annual rental rate of \$34,320.00 with monthly installments of \$2,860.00;

A second-year annual rental rate of \$35,349.60 with monthly installments of \$2,945.80;

A third-year annual rental rate of \$36,410.09 with monthly installments of \$3,034.17;

A fourth-year annual rental rate of \$37,502.39 with monthly installments of \$3,125.20;

A fifth-year annual rental rate of \$38,627.46 with monthly installments of \$3,218.95;

The rent shall be payable on the first day of each month at: 4104 20th Street West, Bradenton, Florida, 34205 or such other address as Landlord shall hereafter designate in writing. Late fees shall be assessed at a sum of an additional \$25.00 for every 10 days past the first of the month. Landlord acknowledges that no security deposit is required by Tenant. First month's rent is due at the end of the 30 day improvement period. If the Term commences on other than the first day of a month or terminates on other than the last day of a month, the amount of Rent due from Tenant shall be proportionately adjusted based on that portion of the month that this Lease is in effect.

4. **OPTION TO RENEW AND EXTEND LEASE TERM.**

- a. Option to Extend. Tenant shall have the right and option to renew the Lease ("Renewal Option") for two (2) additional periods of [Three (3)] years each (the "Option Terms") (a separate notice is required for each Option Term); provided, however, each Renewal Option is contingent upon the following: (i) Tenant is not in default beyond any applicable notice and cure period provided for herein at the time Tenant gives Landlord notice of Tenant's intention to exercise the Renewal Option; (ii) upon the Expiration Date or the expiration of the then current Option Term, Tenant has no outstanding default beyond any applicable notice and cure period provided for herein; (iii) no event has occurred that upon notice or the passage of time would constitute a default; and (iv) Tenant is occupying the Premises. Following the expiration of the Option Terms, Tenant shall have no further right to renew the Lease.
- b. Exercise of Option. Tenant shall exercise each Renewal Option by giving Landlord notice at least [ninety (90)] days prior to the Expiration Date or the last day of the then current Option Term. If Tenant fails to give notice to Landlord prior to the [ninety (90)] day period, then Tenant shall forfeit the Renewal Option. If Tenant exercises the Renewal Option, then during the applicable Option Term, Landlord's and Tenant's respective rights, duties and obligations shall be governed by the terms and conditions of the Lease, except as provided otherwise herein. Time is of the essence in exercising each Renewal Option.

- c. Option Term. If Tenant exercises the Renewal Option, then during the applicable Option Term, all references to the term "Term", as used in the Lease, shall mean the "Option Term".
- d. Rent for Option Term. The Rent for the Option Term shall be 3% increase over the rental rate for the monthly period immediately preceding the Option Term. The annual rental rate shall increase by 3% for each subsequent year and for subsequent option terms.

5. **COMMON AREAS:**

A. As used herein:

- (1) "Common Areas" shall mean all parking areas, sidewalks, walkways, loading areas, canopies, ramps, drainage facilities, outside water and sewer lines, landscaped areas, drainage areas, outside lighting fixtures and electrical lines, trash collecting facilities, and other areas or facilities available for the common use or benefit of tenants or customers of the Shopping Center.
- (2) Common Area Maintenance ("CAM") expenses shall mean all those expenses (a) arising from or related to the operation of the Building by Landlord, including but not limited to maintenance and repair of the exterior walls, roof, floor, ceiling, and all other obligations of Landlord under the terms hereof relating to the Building; (b) arising or related to the operation of the Common Areas, including but not limited to maintenance, repair, lighting, air-conditioning maintenance, grounds maintenance, drainage facilities and all payroll costs or expenses related to Common Areas and all utilities serving the Building which are not separately metered to a particular store; (c) associated with fees for required licenses, off-site administrative charges such as printing and copying, and a management fee; (d) incurred for the payment of real property taxes and assessments assessed against the Common Areas, the Building and the land upon which the Building is constructed; (e) arising from insurance on the Building and the Common Areas, including fire, casualty, liability and extended coverage insurance, all of which shall be in such amounts as may be determined appropriate by Landlord;

- B. During the term of this Lease, Landlord shall, subject to events beyond its reasonable control, maintain the Common Areas in good order and repair. The Common Areas shall be subject to the exclusive control and management of Landlord and Landlord shall have the right to establish, modify, change and enforce from time to time rules and regulations with respect to the Common Areas so long as such rules are not discriminatory against Tenant. Tenant agrees to abide by and conform to such rules and regulations. Landlord reserves the right at any time during the term of this Lease to re-designate, alter, modify, expand, reduce and change the Common Areas and to place displays or other improvements within the Common Areas on either a temporary or permanent basis. Landlord shall not be responsible for security of the Common Areas.

- C. Landlord shall pay any and all Common Area Maintenance (CAM) expenses.

- 6. **CONDITION OF PREMISES:** The premises are leased subject to any and all conditions that an accurate survey and examination of the premises might disclose.
- 7. **CONSTRUCTION OF IMPROVEMENTS:** The parties hereto acknowledge and agree the construction of the improvements constituting the demised premises is complete. Tenant agrees that Tenant has inspected the premises and determined same to be satisfactory. By the execution of this Lease, Tenant agrees to accept the demised premises in the present condition.
- 8. **SUBORDINATION:** That this Lease shall be subject and subordinate at all times to the lien of the mortgage or mortgages, if any, now encumbering the demised premises, and to any renewal, extension or modification of such mortgage or mortgages, including consolidation thereof. Tenant further agrees to subordinate this Lease to any future mortgage or mortgages, procured by the Landlord from any recognized lending institution encumbering the demises premises. No documentation will be necessary in order to evidence such subordination but that, if required by the Landlord, the Tenant will provide the same.
- 9. **REPAIR OF PREMISES:**
 - A. Tenant agrees at its own expense, to repair and maintain the interior of the building on the demised premises, including but not limited to plumbing, electrical fixtures and components, all glass and any special glass, at its expense, and shall replace the same with glass of the same size and quality in the event of breakage or damage to any such glass. Tenant further agrees to maintain and service the HVAC systems.

- B. Landlord agrees at its own expense, to maintain the foundation, exterior walls and roof of the building and utility lines of the building walls. Landlord further agrees that except for any act, negligence, or omission of the Tenant, any and all costs associated with the repairing or replacing of the HVAC system due to age will be the responsibility of the Landlord.
10. **ALTERATIONS BY TENANT:** The Landlord agrees that Tenant may make, at its own expense, any minor or non-structural alterations, repairs, replacements or additions to the building on the demised premises, provided:
- a. Any such alterations, repairs, replacements or additions shall not lessen the value of the said building as it shall be at the commencement of this Lease and,
 - b. The Tenant shall perform such alterations, repairs, replacements or additions, in accordance with the statutes, ordinances, rules and regulations and orders of all public or quasi-public authorities having jurisdiction thereof and in accordance with the rules and regulations of the local board Fire Insurance Underwriters and,
 - c. Lessee will not permit any mechanic's lien or liens to be placed on the premises or on improvements on them. If a mechanic's lien is filed on the premises or on improvements on them, Lessee will promptly pay it. If default in payment of the line continues for 60 days after Lessor's written notice to Lessee, Lessor may, at its option, pay the lien or any portion of it without inquiring into its validity. Any amounts Lessor pays to remove a mechanic's lien caused by Lessee to be filed against the premises or against improvements on the premises, including expenses and interest, are due from Lessee to Lessor and must be repaid to Lessor immediately on rendition of notice, together with interest at eight (8%) percent annually until repaid. Lessor's interest in the premises is not subject to mechanics' liens for improvements made, or contracted for, by Lessee. Lessee must give written notification to all contractors making any improvements on the premises of this provision of the lease. A notice will be recorded in the Public Records of Manatee County, Florida and,
 - d. At all reasonable times during the progress of such construction work, Landlord or persons authorized by Landlord, shall have the right to go upon said premises for the purpose of inspecting the construction work then in progress and,
 - e. The Tenant covenants and agrees with the Landlord that Tenant shall not make any material additions or alterations or structural changes in or about the Leased premises, without first submitting plans and specifications thereof to the Landlord, and obtaining such written approval of the Landlord. Upon obtaining such written approval Tenant may make such additions or alterations at Tenant's sole cost and expense and subject to the obligations of subparagraph (b) inclusive, and providing that such additions or alterations do not damage the building or endanger its support or stability. Such addition, alteration, or improvements (except trade fixtures), put in at the expense of the Tenant, as aforesaid, shall be and become a part of the leased premises at the termination of this Lease, and become, therefore the property of the Landlord.
 - f. The tenant has submitted plans to alter or modify the premises for use as an EMS station. Landlord preliminarily approves of the proposed modifications as shown on the condition that if the duration of the occupancy of tenant is less than ten (10) consecutive years, that tenant agrees to restore the basic floor plan configuration, including walls and doors to that which could reasonably be utilized as general professional office space and not as sleeping quarters and to remove all alarms, bells, sirens, or strobes or similar components installed by Tenant which relate only to Tenant's use as an EMS station. If Tenant desires to install any form of protective cover or carport type structure to protect Tenant's vehicles, Tenant must obtain Landlord's approval of such improvements, which shall not be unreasonable withheld. Any approval may be subject to Landlord's reasonable conditions.
11. **RIGHT TO REMOVE PERSONAL PROPERTY:** Provided Tenant is not in default hereunder, the Tenant may remove any trade fixtures or equipment provided that the walls, floors and ceilings are fully repaired to a condition which is equal to or better than the condition they were in at the time of commencement of the Lease.
12. **USE OF PREMISES:** The Premises will be used only for a living and working area for Emergency Medical Service employee(s) purposes and for purposes incidental to such use, and for no other purpose without Landlord's express written consent. The Premises will be used only as a commercial facility and not as a place of public accommodation as defined under the Americans with Disabilities Act of 1990. Tenant will use the Premises in a careful, safe and proper manner. Tenant will not use or permit the Premises to be used or occupied for any purpose or in any manner prohibited by any applicable laws, cause demonstrations, picketing,

use or allow the Premises to be used for any improper, immoral, unlawful, pornographic, sexually explicit or objectionable purpose; cause, maintain or permit any uses in, on or about the Premises. Tenant will not commit waste or suffer waste to be committed in, on or about the Premises. Tenant will conduct its business and control its employees and agents in such a manner as to not create any nuisance or interfere with, annoy or disturb any other Tenant or occupant of the building or property in which or upon which the Premises are located or Landlord, in its operation of such building or property. Tenant agrees to utilize reasonable efforts to prevent its EMS use from causing an unreasonable disturbance which interferes with the peaceful enjoyment of the Landlord's property and neighboring properties. Tenant agrees to utilize methods and means which prevent its sirens, alarms, annunciators, and public announcement system from constituting a nuisance or unreasonable disturbance to other tenants and neighbors.

13. **UTILITIES:** Tenant shall pay for all charges including but not limited to electricity, water, gas, phone/cable/internet, and security services.
14. **SIGNS:** Tenant shall not have the right to construct, erect, place on the demised premises any exterior sign or signs, without first obtaining the written consent and approval of the same from the Landlord, and on obtaining such consent and approval from the Landlord, any such sign or signs must comply with all rules, regulation laws, statutes and ordinances and/or applicable governmental authorities, and must be erected and maintained so as not to cause damage to the building which is situated on the demised premises.
15. **LICENSES, FEES AND TAXES:** Tenant shall pay all State, County, and Municipal occupational or other licenses and fees which may be imposed upon the business or occupation of Tenant conducted on or from the demised premises. Tenant shall be exempt from the payment of State of Florida Sales Tax in accordance with Florida Consumer's Certificate of Exemption.
16. **TENANT TO OBSERVE LAWS, RULES AND REGULATIONS:** At its sole cost and expense, Tenant will promptly comply with all laws (including, without limitation, the Americans With Disabilities Act of 1990), statutes, ordinances and governmental rules, regulations or requirements now in force or in effect after the commencement date of the Lease, with the requirements of any board of fire underwriters or other similar body constituted now or after the date, with any direction or occupancy certificate issued pursuant to any law by any public officer or offices, as well as with the provisions of all recorded documents affecting the Premises, insofar as they relate to the condition, use, or occupancy of the Premises, or improvements or alterations made by or for the Tenant, excluding requirements of structural changes to the Premises or the building, unless required by the unique nature of Tenant's use or occupancy of the Premises. Notwithstanding the foregoing, the Tenant, however, may contest, review or appeal from all governmental laws, rules, requirements, orders, directions, ordinances or regulations, provided that the Tenant shall, prior to contesting the same, notify the Landlord in writing of its intentions so to do, and shall guarantee to the Landlord that its title or other interest in the premises shall not be divested nor shall there be any seizure, destruction, alteration or other interference with said premises of any governmental or other authority and provided that all such proceedings shall be promptly commenced by Tenant and diligently prosecuted by Tenant to a speedy and final conclusion.
17. **INSURANCE:**
 - a. At all times subsequent to the commencement date of the term of this Lease and during the full term,
 - b. Tenant shall keep the demised premises covered, at Tenant's sole cost and expense by the following types of insurance:
 - i. Claims for personal injury or property damage under a policy of general public liability insurance
 - ii. with limits of at least \$1,000,000.00 in respect to bodily injury and property damage.
 - iii. Fire legal liability insurance in the amount of \$100,000.00.
 - iv. Against such other hazards and in such amounts as the holder of any mortgage or deed of trust to which this Lease is subordinate may from time to time require.
 - c. All insurance required to be maintained by the Tenant shall be effected by valid and enforceable policies insured by insurers licensed to do business in the State of Florida, counter-signed by an agent licensed to do business in Florida and of recognized responsibility satisfactory to the Landlord. Within 15 days after the commencement of the term of this Lease the Tenant shall promptly deliver to Landlord the original policies as specified above and within 15 days after the premium of each such policy or contract shall become due and payable, such premium shall be paid by the Tenant and the Landlord shall be furnished with satisfactory evidence of such payment.

- d. All policies of insurance required to be maintained by the Tenant shall name the Tenant and the
- e. Landlord as the insured as their respective interest may appear. If the Landlord so requires, the policies of insurance provided for in Subparagraph A. shall be payable to the holder of any mortgage, as the interest of such holder may appear, pursuant to a standard mortgagee clause. All such policies shall provide that any loss shall be payable to the Landlord or to the holder of any mortgage notwithstanding any act of negligence of the Tenant which might otherwise result in forfeiture of such insurance. All such policies shall, to the extent obtainable, contain an agreement by the insurers that such policies shall not be cancelled without at least 30 days prior written notice to the Landlord and to the holder of any mortgage to whom loss hereunder may be payable.
18. **COPIES OF POLICIES:** Certificates of Insurance executed by authorized representatives of insurance companies shall be issued in connection with each of the policies required under Section 16 and delivered to Landlord within fifteen (15) days after the commencement of the term of this Lease and from time to time upon renewal of such coverage as soon as reasonably practicable, but in no event later than the expiration date of the policy.
19. **WATER DAMAGE:** Landlord shall not be liable to Tenant for any damage to Tenant's property arising due to rain, flood, rising water, storm or act of nature.
20. **DESTRUCTION BY FIRE:** In the event of substantial damage or destruction to the demised premises by fire or other cause, the Landlord shall have the option to repair or restore the same, as the case may be, at the Landlord's expense, or to terminate this Lease, returning unearned rental monies to Tenant thereupon, Landlord to notify Tenant of the option selected by Landlord within thirty (30) days after such event, provided, however, that in the event the Landlord exercises such option to repair or restore the premises, the same shall be done within a period of sixty (60) days from the date of such damage or destruction. Landlord shall not be responsible in the event of delay in said repairing or restoring if the same is due to causes beyond Landlord's control. If the Landlord exercises his option to repair or restores the premises, the same shall be repaired or reconstructed in such manner that the demised premises shall be in character and appearance, equal to the premises damaged or destroyed. It is further agreed that in the event of such damage or destruction, and the exercise of Landlord's option to repair the same, that this Lease shall continue in full force and effect, but if such damage or destructions shall be of such extent that the Tenant cannot conduct business in a regular course on the demised premises, then the rent and other payments, if any, which Tenant is obligated to make hereunder, shall abate until the premises have been fully and completely restored by the Landlord and possession thereof delivered to the Tenant. Any rent paid in advance shall be proportionately rebated. If the Tenant can continue to conduct business in the demised premises but is deprived of the use of a part or parts thereof, by reason of such damage or destruction then the rent and other payments, if any, which Tenant is obligated to make hereunder, shall equitably abate in proportion to the rental value of the space which the Tenant is unable to use, until the demised premises shall have fully and completely been restored by Landlord. In no event shall the rent abate if the damage or destruction is caused by the willful act or negligence of the Tenant, its agent, or servants, and the Landlord is prejudiced thereby in respect to collection of proceeds from any insurance policies covering the demised premises.
21. **CONDEMNATION:** In the event that any portion of the demised premises or all of the demised premises is taken under condemnation proceedings, or by sale under threat of condemnation, Tenant shall have no right to any portion of the condemnation award. If the portion of the demised premises taken is such that Tenant is not materially affected in the conduct of Tenant's business, then this Lease shall continue in full force and effect with no abatement of rentals to be paid hereunder as though such property was not taken. If, on the other hand, the taking of a portion of the subject property is such as to materially affect the conduct of Tenant's business then and in that event, Tenant shall have the right to an equitable abatement of rentals hereunder. If Landlord and Tenant cannot agree on an equitable rental reduction, then the same shall be referred to a panel of three (3) arbitrators, one of which is appointed by each party, and the third appointed by the first two arbitrators, who shall meet within ten (10) days of appointment and then and there determine a fair reduced rental, both parties coveting and agreeing to be bound by the arbitration decision. In the event that the portion or amount of property taken by condemnation or by sale under threat of condemnation is such as to preclude Tenant from effectively conducting Tenant's business then Tenant shall have the right to cancel and terminate this Lease which said right shall be exercised, if at all, by Tenant so notifying Landlord within fifteen (15) days after the taking or conveyance of the property.
22. **ENTRY UPON PREMISES:** Tenant agrees that the Landlord, with a 24-hour notice to Tenant, may enter upon the demised premises for the purpose of inspecting the same. Tenant agrees that

the Landlord may enter upon the demised premises to make emergency repairs or to provide for the safety or security of the premises. The Tenant agrees to permit the Landlord and the Landlord's Agents, sixty (60) days prior to the expiration of the term hereby granted, to place in one or more conspicuous places upon the exterior of the premises, signs advertising the premises "FOR SALE" or "TO LET" provided that said signs shall not obstruct the windows of or entrances to the demised premises or otherwise interfere with the operation of Tenant's business. Tenant further agrees to allow Landlord to enter upon the premises at all reasonable times for the purpose of installing or servicing electrical wiring, telephone cables, water and sewer and sewer lines, or other similar transmission lines, which cross the demised premises for the purpose of rendering service to adjacent premises.

23. **ASSIGNMENTS AND SUB-LETTING:** Tenant shall not sublet the demised premises or assign this Lease without the written consent of the Landlord. Landlord agrees not to withhold such consent unreasonably. No assignment or sub-lease nor acceptance of rent from any assignee or sub-tenant, nor any other dealings of the Landlord with any assignee or sub-tenant shall in any manner release the Tenant from the payment of rent and the due performance of all of the terms, covenants and conditions contained in this Lease. Notwithstanding the foregoing in the event that Tenant wishes to assign or sub-let the premises Tenant shall extend to Landlord the right of first refusal concerning such assignment or sub-letting. Such right to be extended and exercised, if that be the case, by Tenant delivering to Landlord a copy of the proposed assignment or sub-lease, as the case may be, and granting to Landlord, fifteen (15) days within which to enter into an assignment or sub-lease on the terms and conditions proposed. In the event that Landlord does not exercise its right of first refusal and in the event that Landlord consents to the assignment or sub-lease, the same may be completed on and only on the proposed terms and conditions. As a condition to its consent required by this paragraph 23, Landlord may require Tenant, its assignee or subtenant to agree to make such alterations to the premises and to the building in which the premises are located that may be necessary in order to comply with the Americans With Disabilities Act of 1990 as it applies to the use, occupancy or alteration of the premises, and to deposit with Landlord 100% of Landlord's reasonable estimate of the costs of such alterations. If Tenant requests Landlord's consent to a specific assignment or subletting, Tenant will submit in writing to Landlord (a) the name and address of the proposed assignee or subtenant; (b) the business terms of the proposed assignments or sublease; (c) reasonably satisfactory information as to the nature and character of the business of the proposed assignee or subtenant, and as to the nature of its proposed use of the space; (d) banking, financial or other credit information reasonably sufficient to enable Landlord to determine the financial responsibility and character of the proposed assignee or subtenant; and (e) the proposed form of assignment or sublease for Landlord's reasonable approval.

24. **COVENANTS AS TO BREACH AND REMEDIES:** In addition to default by Tenant in any of Tenant's promises or covenants hereunder, either, (a) the appointment of a receiver to take possession of all, or substantially all, of the Tenant's property, or (b) a general assignment by the Tenant for the benefit of creditors, or (c) any action taken or suffered by the Tenant under any insolvency or bankruptcy act, shall also constitute a breach of this Lease by the Tenant. In the event of breach of this Lease by the Tenant, or in the event of abandonment or renunciation of the Lease by the Tenant before the expiration of the term, the Landlord may either:

(A) Treat the Lease as terminated and resume possession of the premises, having immediate right of re-entry, and may remove all persons and property from the premises, and may store such property in a public warehouse or elsewhere at the cost of and for the account of the Tenant: or

(B) The Landlord may re-take possession of the premises for the account of the Tenant and re-let the premises, or any part thereof, for such term or terms and at such rental and upon such other terms and conditions as the Landlord may deem advisable, in which event the rents received by the Landlord from re-letting shall be applied first to the payment of such expense as the Landlord may be put to in re-entering, and then to the payment of the rent due and to become due under this Lease, the balance, if any shall be paid over to the Tenant, who shall remain liable for any deficiency: or

(C) Landlord may stand by and do nothing and shall have the right to sue the Tenant as each installment of rent matures, or accelerate the balance of installments due and sue for same.

No such re-entry or taking possession of said premises by Landlord shall be construed as an election on its part to terminate this Lease, unless written notice of such intention be given to the Tenant, or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination Landlord may, at any time thereafter, elect to terminate this Lease for any breach, and in addition to any other remedies it may have, it

may recover from the Tenant all damages that it may incur by reason of such breach including the cost of recovering the premises. In the event Tenant defaults or breaches any of the terms, conditions or promises of Tenant herein contained, and the Landlord is put to the necessity of employing an attorney in order to collect any sum or sums of money which may be due by reason of such default, or otherwise take such steps or legal action as may be necessary to enforce the terms of this Lease, conditions or promises, then Tenant agrees to pay a reasonable attorney's fee and court costs and expenses in connection therewith.

25. **PERFORMANCE OF TENANT'S OBLIGATIONS BY LANDLORD:** In case the Landlord shall pay or be compelled to pay a sum of money, or to do any act which requires the payment of any money, by reason of the failure of the Tenant to perform one or more of the covenants herein contained to be kept and performed by the Tenant, then in such event, the sum or sums so paid by the Landlord, together with all interest, expense or obligations incurred by the Landlord, shall be considered as additional rent and shall be added to the rent becoming due for the next month and shall be collectible in the same manner and with the same remedies as if they had been rents originally reserved.
26. **SURRENDER:** The voluntary or other surrender of this Lease by the Tenant or a mutual cancellation thereof, shall not work a merger, and shall, at the option of the Landlord, terminate all or any existing subleases or subtenancies or, at the option of the Landlord, may operate as an assignment to it of any or all subleases or subtenancies.
27. **NOTICES:** All notices to be given to the Tenant shall be given in writing, personally, or by depositing the same in the United States Mails, certified or registered, return receipt requested, posted prepaid and addressed to Tenant at the demised premises. Notices to be given to Landlord shall be given in a like manner and addressed to Landlord at: 4104 20th Street West, Bradenton, Florida 34205.
28. **WAIVER:** The waiver by the Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or of any subsequent breach of the same or any other covenant, term or condition herein contained. The conditions and covenants herein contained shall apply to and bind the heirs, successors, personal representatives and assigns, where allowed, of the parties hereto.
29. **INVALIDITY OF ANY PROVISIONS:** If any term, covenant, condition or provision of this Lease shall be held to any extent to be invalid or unenforceable under applicable law, the remaining terms, covenants, conditions and provisions of this Lease shall not be affected thereby but shall remain in full force and effect.
30. **MISCELLANEOUS:** The masculine, feminine or neuter gender, wherever used herein, shall be deemed to include the masculine, feminine and neuter whenever and wherever applicable herein. Whenever the singular is used it shall be deemed to include the plural whenever and wherever applicable herein.
31. **HAZARDOUS MATERIALS:** Tenant will not store any hazardous waste or contaminants upon the property and that the Tenant will indemnify and hold the Landlord harmless from any such storage or use of such products.
- a. For purposes of this Lease, "hazardous materials" means any explosives, radioactive materials, hazardous waste, or hazardous substances, including without limitation substances defined as "hazardous substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§9601-9657; the Hazardous Materials Transportation Act of 1975, 49 U.S.C. §§1801-1812; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§6901-6987; or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning hazardous materials, waste or substances now or at any time hereafter in effect (collectively, "hazardous materials laws").
 - b. Tenant will not cause or permit the storage, use, generation or disposition of any hazardous materials in, on or about the premises or the project by Tenant, its agents, employees or contractors. Tenant will not permit the premises to be used or operated in a manner that may cause the premises or the project to be contaminated by any hazardous materials in violation of any hazardous materials laws. Tenant will immediately advise Landlord in writing of (1) any and all enforcement, cleanup, remedial, removal, or other governmental or regulatory actions instituted, completed or threatened pursuant to any hazardous materials laws relating to any hazardous materials affecting the premises; and (2) all claims made or threatened by any third party against Tenant, Landlord or the premises relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any hazardous materials on or about the premises. Without Landlord's prior written consent, Tenant will not take any remedial action or enter into any

agreements or settlements in response to the presence of any hazardous materials in, on or about the premises.

- c. Tenant will be solely responsible for and will defend, indemnify and hold Landlord, its agents and employees harmless from and against all claims, costs and liabilities, including attorneys' fees and costs, arising out of or in connection with Tenant's breach of its obligation in this Article 32. Tenant will be solely responsible for and will defend, indemnify and hold Landlord, its agents and employees harmless from and against any and all claims, costs and liabilities, including attorneys' fees and costs, arising out of or in connection with the removal, cleanup and restoration work and materials necessary to return the premises and any other property of whatever nature located on the project to their condition existing prior to the appearance of Tenant's hazardous materials on the premises. Tenant's obligations under this Article 32 will survive the expiration or other termination of this Lease.
- d. Tenant will not do or permit to be done any act or thing upon the premises or the projects which would (a) jeopardize or be in conflict with fire insurance policies covering the project and fixtures and property in the project; (b) increase the rate of fire insurance applicable to the project to an amount higher than it otherwise would be for general office use of the project; or (c) subject Landlord to any liability or responsibility for injury to any person or persons or to property by reason of any business or operation being carried on upon the premises.

32. SPECIAL TERMS:

- a. Manatee County are solely and completely responsible for 100% of buildout costs to connect and renovate the spaces. In addition, the landlord must give final approval on any and all changes made to the spaces and, any changes to the original plans that were previously approved by said landlord. Any and all potential changes must be in writing and approved by the landlord. All permitting and zoning approvals necessary or required for Manatee County's use of the premises shall be the responsibility and expense of Manatee County. Manatee County must use a licensed contractor that carries all appropriate and necessary insurance documentation (including but not limited to workman's compensation with VENTURE COMMERCIAL CENTER listed as additionally insured) for any and all of the work done to the spaces. A time limit of 60 days to complete all work and have the tenants moved into the spaces is allowed. During the first 30 days of the improvement period, tenant will not be responsible for rent. First Month's rent is due 30 days after lease commencement.
- b. Initial tenant improvements will consist of but not limited to the following: A door being installed at the rear north end of the building, installation of a washer and dryer, installation of a shower in the water closet located next to the lab area, and installation of exterior electrical plugs (location to be determined). The exterior door will replace the windows that are currently in the exam room and is needed for the emergency staff to access the emergency vehicles quickly.
- c. Tenant shall be provided by Landlord 14 reserved parking spots consisting of the 3 spots on the rear north end of the building and the 11 spots at the north east section of the rear parking lot area. Tenant may have the option at the expense of the tenant to construct a covered canopy, or fence in the parking area to house the tenant's emergency vehicles. Said canopy (if constructed). Shall be included in the 14 reserved parking spots.

SIGNATURE PAGES AND ACKNOWLEDGMENTS FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have caused their respective signatures and seals to be affixed hereto, the day and year first above written.

LANDLORD:
COMMERCIAL OWNERSHIP LTD dba
VENTURE COMMERCIAL CENTER

First Witness Signature

First Witness Printed Name

Second Witness Signature

Second Witness Printed Name

By: _____
Signature

As: _____
Title

Printed Name

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

By: its Board of County Commissioners

By: _____
Chairperson

Date: _____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk



EMS STATION 1 & 11 SITE

**4319 20TH STREET WEST SUITE 101
BRADENTON 34205**

DISTRICT 2 - CHARLES B SMITH

