

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") by and between Charlotte County, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094, hereinafter referred to as the "LESSOR," and [REDACTED], a Florida not-for-profit corporation, [REDACTED], "LESSEE", and Individually/Collectively ("Party or Parties") as of the date executed by LESSOR.

### RECITALS:

**WHEREAS**, LESSOR desires to lease to LESSEE, and LESSEE desires to lease from LESSOR, portion of the property located at the Family Services Center, 21500 Gibraltar Drive, Port Charlotte, Florida ("Property"); and

**WHEREAS**, Section 125.38, Florida Statutes, permits counties to lease county-owned property to not-for-profit organizations which are organized for the purposes of promoting public or community interest and welfare; and

**WHEREAS**, the parties desire to enter into this Lease to make efficient use of their resources, and to provide for the best interests of LESSOR and LESSEE.

**NOW, THEREFORE**, in consideration of the mutual covenants and consideration contained herein, the parties hereto agree as follows:

### GENERAL PROVISIONS:

#### 1. PREMISES.

- a. The LESSOR hereby leases to the LESSEE, for the term and under the conditions herein, a portion of the Property ("Leased Premises") having an area of approximately **XX NUMBER OF WORKSTATIONS AND/OR OFFICES** of the Family Services Center, 21500 Gibraltar Drive, Port Charlotte, FL 33952. The boundaries and location of the entire Leased Premises are highlighted on the floor plan diagram attached hereto as Exhibit "A".
- b. A Memorandum of Agreement (MOA) further outlines leased space, cost-sharing formula, hours of operation, participation and performance in integration, shared outcomes, etc., and is attached hereto as Exhibit "B".
- c. The MOA will be reviewed annually by the Community Action Agency Advisory Board (CAAAB) for recommendations or requests for modification.

#### 2. TERM.

- a. The initial term of this Lease Agreement will be thirty-six (36) months and will commence on the DATE, and will continue until DATE, for a total initial term of three (3) years.
- b. LESSEE will have the OPPORTUNITY FOR RENEWAL THROUGH REAPPLICATION. Either party may terminate this lease by providing the

other party thirty (30) days' written notice prior to the date of termination by hand delivery, registered or certified mail or courier.

**3. RENT.**

- a. The LESSOR hereby leases to the LESSEE and the LESSEE hereby leases from the LESSOR the above described Leased Premises for the term set out in this Lease.
- b. LESSEE shall participate in the Integrated Client Services Model as payment of Rent in accordance with the MOA.
- c. LESSEE SHALL REPORT THE VALUE OF SERVICES AND PROGRAM OUTCOMES TO COUNTY AS REQUESTED. See item 6 below for details on shared cost of consumables.

**4. HAZARDOUS WASTE.**

- a. The LESSEE will ensure that all hazardous wastes or any other contaminating materials are properly disposed of, that no improper disposal is made and that the Leased Premises will be kept free and clear of any contamination.
- b. At the termination of the Lease Agreement, the LESSEE will be required to certify to the LESSOR that during LESSEE'S possession, there has been no spillage of any hazardous waste materials.
- c. If any portion of the Property is contaminated by LESSEE during LESSEE'S possession, LESSEE will bear all costs and responsibility for the required clean up.
- d. LESSEE agrees to comply with all applicable provisions of state and federal law regarding the storage and safe handling of any hazardous materials.
- e. This section shall survive termination of this Lease.

**5. OWNERSHIP OF BUILDING AND STRUCTURES.**

- a. LESSOR owns the facility and all furnishings.
- b. Improvements, renovations, or structures constructed or erected by or on behalf of LESSEE in, on, or to the Leased Premises must have prior written consent from the LESSOR.
- c. At the termination of this Lease, any personal property left on the Property will become or remain the property of LESSOR.

**6. SHARED COSTS.**

- a. LESSEE will pay a proportionate share of equipment, supplies and consumables at an agreed upon shared cost formula outlined in the MOA.
- b. If LESSOR'S determines that LESSEE'S use of equipment, supplies and/or consumables is more than a reasonable amount pursuant to the prevailing community standards for such type and size of organization, LESSOR may require LESSEE to reimburse LESSOR for the pro-rated share of these

consumables that is more than the community standard reasonable amount.

**7. REMEDIES FOR BREACH OF AGREEMENT.**

- a. LESSEE'S failure to perform, or breach, any part of this Lease or the MOA shall constitute a default.
- b. Upon written notice to LESSEE, LESSOR may institute an action in a court of competent jurisdiction to terminate this Lease or to compel performance of the Agreement.
- c. LESSEE shall have fifteen (15) days from LESSEE'S receipt of written notice of default to cure the default.
- d. If an action is initiated in a court of competent jurisdiction pursuant to this paragraph or in connection with any of the provisions of this Lease, the venue for such action will be in Charlotte County, Florida.

**8. NO WAIVER.**

The waiver by LESSOR or LESSEE of any breach of any term, covenant, or condition herein contained will not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.

**9. NOTICES.**

- a. If either party wants, or is required to, provide any notice to the other party, the party shall provide notice in writing and send it by certified mail, return receipt requested, postage prepaid, to the other party at the address listed below:

LESSOR:  
County Administrator  
18500 Murdock Circle  
Port Charlotte, FL 33948

LESSEE:  
**NAME OF ORG AND  
CONTACT INFO**

**10. BUILDING EMERGENCY CONTACT PERSON.**

- a. The name, telephone number, and email address for LESSEE's building emergency contact person who must be able to appear physically on site any time an emergency arises is as follows:

**Name:**

**Phone number:**

**Email address:**

**11. SIGNS.**

- a. LESSEE will not place, or cause to be placed, any sign or signs on the Leased Premises in addition to those currently in existence without the written consent of LESSOR.

- b. ALL signs must comply with the provisions of state and local law, in conformity with local custom, and be in good taste.

**12. AMERICANS WITH DISABILITIES ACT.**

LESSEE agrees that any County-approved improvements or renovations performed or made at the Leased Premises will conform, and follow, the requirements of the Americans with Disabilities Act.

**13. FIRE AND OTHER HAZARDS.**

- a. If the Leased Premises, or the major part thereof, are destroyed by fire, lightning, storm or other casualty, LESSOR, at its option, may either repair the damage to the Leased Premises at its own cost and expense or terminate this Lease without penalty.
- b. If the Leased Premises is only partly destroyed so that the major part thereof is still usable by the LESSEE, LESSOR, at its sole option, may permit LESSEE to continue with the Lease, or terminate the Lease without penalty.
- c. LESSOR will provide for fire protection during the term of this Lease in accordance with the fire safety standards of the State Fire Marshal.
- d. LESSOR will be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshal, prior to occupancy by the LESSEE, and at any time thereafter.

**14. EXPIRATION OF TERM.**

- a. At the expiration of the term, the LESSEE will peaceably surrender its possession of the Leased Premises, in broom-swept condition and good repair.
- b. LESSEE will have the right to remove from the Leased Premises all personal property of the LESSEE and all machinery, equipment, and appliances placed or installed on the Leased Premises by it during the term of the Lease, provided the LESSEE restores the Leased Premises to a good state of repair.

**15. ENTIRE AGREEMENT.**

This Lease incorporates and includes all prior negotiations, correspondence, agreements, and understandings between the parties, and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Lease that are not contained or referenced in this document.

**16. MODIFICATION OF AGREEMENT.**

No modifications, amendments, or alterations of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and executed by both Parties.

**17. SEVERABILITY.**

If any provision of this Lease is held to be invalid and unenforceable, the remaining provisions will be valid and binding upon the Parties. One or more waivers by either party of any breach of any provision, term, condition, or covenant will not be construed as a waiver of a subsequent breach by the other Party.

**18. AUTHORITY TO EXECUTE.**

LESSEE and LESSOR each warrant that it, and the person executing this Lease on behalf of them, have the right, power, and authority to execute this Lease.

**19. PROHIBITION AGAINST ASSIGNMENT OR SUBLEASE WITHOUT LESSOR'S CONSENT.**

- a. LESSEE may not assign this Lease, sublet the Leased Premises, or allow any person other than LESSEE and LESSEE'S officers, agents, employees, licensees, invitees, or contractors, to occupy or use the Leased Premises or any part of them, without first obtaining the written consent of LESSOR.
- b. LESSOR'S consent to an assignment or occupancy or use by a party other than LESSEE will not be a consent to any subsequent assignment or occupancy or use by any other person.
- c. Any unauthorized assignment or sublease will be void and will terminate this Lease at LESSOR'S option.

**20. APPLICABLE LAW.**

This Lease and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

**21. EFFECTIVE DATE.**

This Lease shall take effect upon the filing of a fully executed copy with the Clerk of the Circuit Court of Charlotte County.

**SPECIAL PROVISIONS:**

**1. SECURITY.**

All tenants/occupants with access to Shared Partner and/or restricted areas of the facility must have proof of current Level II background screen.

**2. USE OF LEASED PREMISES.**

- a. LESSEE will use the Leased Premises for conducting its official business and any other lawful purpose necessary to conduct its operations at the Leased Premises.

- b. LESSEE shall make no unlawful, improper, or offensive use of the Leased Premises.
- c. "Common Areas", are areas of the Property that are not part of the Leased Premises, and that are not specifically leased by another tenant.
- d. LESSEE may use Common Areas for reasonable use associated with leasing the Leased Premises.
- e. If LESSEE desires to use the Common Areas for a special use or event, or after normal business hours, such use shall require written notification to, and written authorization from the LESSOR, or its designee, and other tenants.
- f. Special use of the Common Areas shall be on first come first served basis, with the ultimate discretion as to granting of the special use given to the LESSOR.
- g. LESSEE shall pay additional costs associated with the special use, including, but not limited to: costs associated with security, County personnel, or increased utilities costs, if applicable.

**3. MAINTENANCE AND REPAIRS.**

- a. LESSEE shall keep the interior of the Leased Premises in a good state of repair with reasonable wear and tear excepted.
- b. LESSEE shall maintain the Leased premises in a sanitary and neat condition.
- c. LESSEE shall not accumulate or permit the accumulation of any trash, refuse, debris, or of anything that is unsightly, or which creates a fire hazard or nuisance to adjoining properties.
- d. LESSEE shall not commit waste on the Leased Premises or maintain, commit, or permit the maintenance or commission of a nuisance thereon.
- e. LESSEE shall not allow the storage or use of property, equipment, or vehicles not associated with the operation of the LESSEE'S business.
- f. There are no living quarters on the Premises, no one is permitted to live within the Leased Premises, and no personal property is to be stored thereon.
- g. LESSEE will conform to all applicable laws and ordinances including any existing Facility Rules of LESSOR regarding the use or occupancy of the Leased Premises.
- h. LESSOR will be responsible for all maintenance of the Leased Premises, including routine maintenance or repair of the mechanics, furnishings, telecommunications, roof, exterior painting, parking lot repair, and maintenance (including stripe markings), as well as the repair and maintenance of exterior water and sewer lines and connections, exclusive of stoppages.

**4. INDEMNIFICATION.**

- a. LESSEE agrees to indemnify, defend (with counsel reasonably approved by the County), and hold harmless LESSOR and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by LESSOR on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. LESSEE indemnification obligation applies to the LESSOR'S "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" as defined by Florida Statute 768.28.
- b. Neither LESSOR nor LESSEE will be liable to the other for any damage by or from any act or negligence of any co-tenant or other occupant of the Leased Premises, if any, or by any owner or occupant of adjoining or contiguous property.

#### **5. INSURANCE.**

- a. LESSOR reserves the right to require LESSEE to obtain and maintain insurance coverages(s) in amounts as determined by the Risk Manager or designee for the duration of this lease agreement.
- b. LESSOR reserves the right to request and obtain copies of any and all insurance policies to meet the requirements contained herein. The actual insurance requirements will be determined during the Risk Management review of the Lease.

#### **6. RIGHT OF ENTRY.**

During the Lease Term, LESSOR may enter into and upon the Leased Premises to inspect the Leased Premises or to make any improvements or repairs as required or desired under the terms of this Lease.

#### **7. REPORTING.**

LESSEE shall provide an initial Program Mission Statement identifying LESSEE'S mission, goals, objectives, and report outcomes as outlined in the MOA.

#### **8. LESSOR'S CONTACT PERSON FOR DAY TO DAY OPERATIONS.**

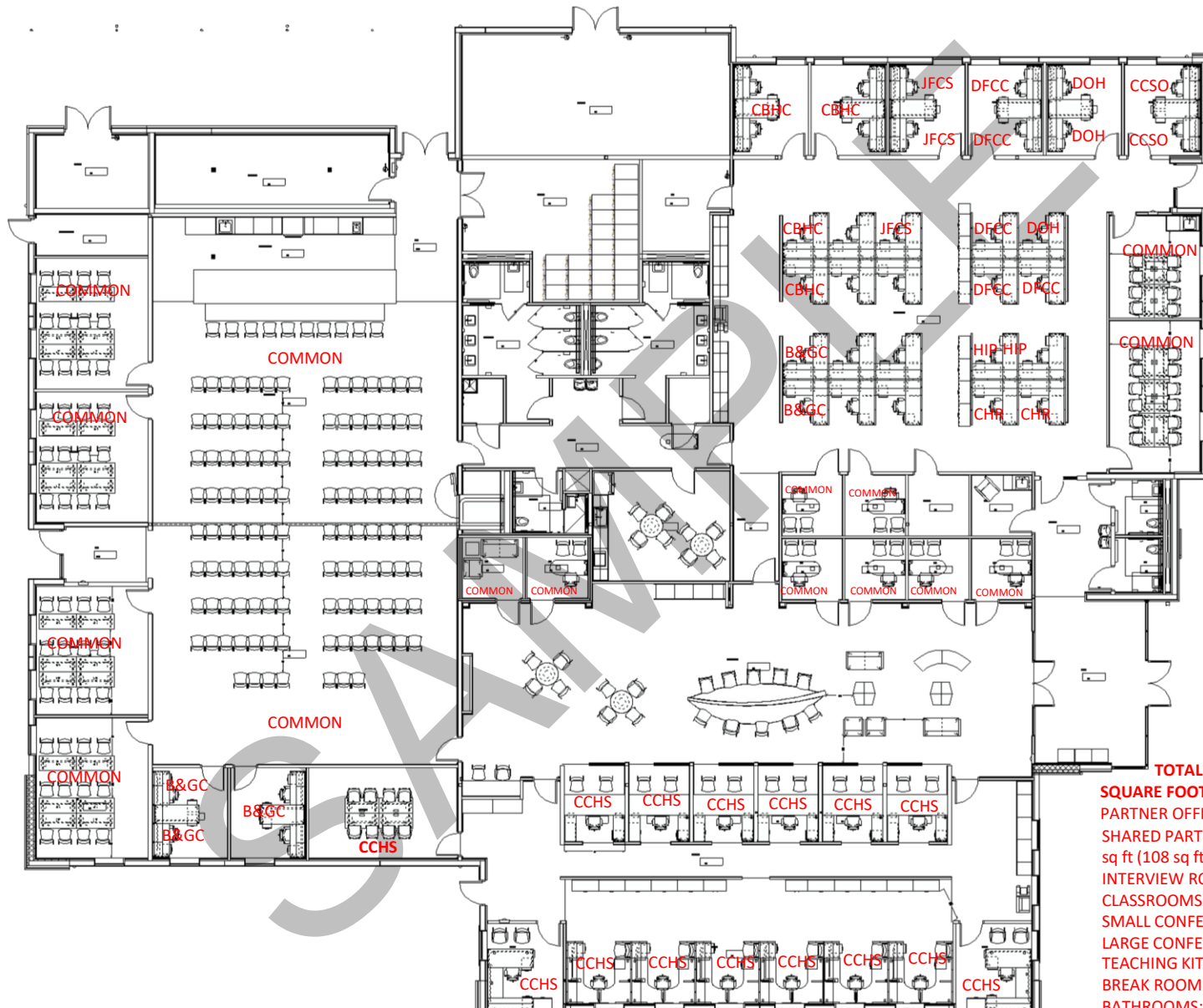
The name, telephone number, and email address for LESSOR's contact person who may answer questions regarding day to day operations is as follows:

Name:

Phone number:

Email address:

# Exhibit A



**TOTAL PHASE I = 17,252 SQUARE FEET**  
**SQUARE FOOTAGE OF LEASED/Common SPACES:**  
 PARTNER OFFICE = 120 sq ft  
 SHARED PARTNER CUBICLE SPACE = 1/20TH OF 2,160 sq ft (108 sq ft)  
 INTERVIEW ROOM = 65 sq ft  
 CLASSROOMS = 240 sq ft  
 SMALL CONFERENCE ROOM = 162 sq ft  
 LARGE CONFERENCE ROOM = 242 sq ft  
 TEACHING KITCHEN AUDITORIUM = 2,400 sq ft  
 BREAK ROOM = 318 sq ft  
 BATHROOMS: Lobby 58 sq ft each; Family 82 sq ft; Main 234 sq ft each  
 LACTATION ROOM: 63 sq ft



## **“EXHIBIT B”**

This Memorandum of Agreement (“MOA”) is between Charlotte County Board of County Commissioners (“LESSOR”) and NAME/ADDRESS OF LEASED PARTNER (“LESSEE”), collectively “the Parties”, and incorporated into the terms of the Lease.

**PURPOSE:** To outline the requirements for non-for-profit tenancy at the Family Services Center and annual review by the Community Action Agency Advisory Board (CAAAB).

The following covenants are made by and between the Parties in addition to the terms of the Lease and will be reviewed annually.

- a. LESSEE shall provide LESSOR with a statement of the organization’s mission and vision for integration.
- b. LESSEE’S statement must include the name and description of programs offered at the Leased Premises, the number of clients LESSEE intends to serve annually, the titles of staff located at the Leased Premises, and the stated number of private offices and workstations for occupation.
- c. LESSEE shall assign a primary point of contact for the organization and an emergency contact.
- d. LESSEE shall provide representatives for the Administrative Committee, Operations Committee, and Safety Committee which shall participate at, at least, 75% of agreed upon meetings.
- e. LESSEE and LESSOR agree to and abide by the shared mission and vision.
- f. LESSEE and LESSOR agree to, and commit to, and engage in the Integrated Client Services Model by and through:
  - i. A shared Release of Information; and
  - ii. Sharing of relevant information through referrals and case conferencing; and
  - iii. Coordination of care of shared clients toward shared outcomes; and
  - iv. Reducing barriers to services and eliminating services gaps through resource realignment, as appropriate
- g. LESSOR shall develop and enforce the Leased Premises’ Standard Operating Procedures (SOP).
- h. LESSOR and LESSEE commit to creating a trauma-informed community between the Parties and other LESSEES through participating in training, developing trauma-informed policies and procedures, and ensuring an environment that promotes resiliency in our clients and ourselves.

- i. LESSEE agrees to adhere to a common code of ethics and provide annual affirmation of understanding and agreement.
  - j. LESSEE and LESSOR agree to provide and participate in advocacy efforts and training, open advocacy efforts and training to FSC partners to enhance integration and improve outcomes.
- 2. LESSEE agrees:
  - a. LESSEE shall provide to LESSOR:
    - i. A written report of annual actual/projected cost savings to the organization resulting from co-location; and
    - ii. A written report of annual actual/projected value of services provided to the community.
    - iii. A written report of annual projected goals and outcomes and steps taken towards to achieving them.
    - iv. A quarterly written report of LESSEE's progress toward outcomes/goals.
  - b. LESSEE shall set defined hours of operation and ensure LESSEE;s representatives are on site during those hours unless otherwise properly noticed.
- 3. LESSOR, agrees:
  - a. LESSOR shall provide the Leased Premises at no monetary cost to LESSEE and establish process for the tenancy of non-profit partners.
  - b. LESSOR shall Provide coordinated intake for leased partners as appropriate.
  - c. LESSOR shall facilitate internal information and referrals, schedule and coordinate shared interview/conference/classroom space.
  - d. LESSOR shall facilitate the Integrated Client Services Model through case management coordination, the creation of tools and platforms for ease of integration, and lead case conferencing.
  - e. LESSOR shall ensure access to Common Areas through security key access cards and a formal scheduling process.
- 4. This MOA is effective as of the Effective Date of the Lease, and must be reviewed annually by the Parties, and is subject to the review of the CAAAB.