

FLORIDA COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT hereinafter known as the "**Lease**" is entered into this 1st day of February 2023, ("**Effective Date**") by and between the Bradford County Board of County Commissioners, 945 North Temple Avenue, Starke, Florida 32091, hereinafter referred to as the "**Lessor**," and Alachua County, a charter county and a political subdivision of the State of Florida, as the Administrative Entity on behalf of CareerSource North Central Florida, 1112 North Main Street, Gainesville, Florida 32601, hereinafter referred to as the "**Lessee**," collectively referred to herein as "**the Parties**."

WHEREAS, the Board of County Commissioners of Bradford County, Florida, as the Lessor desires to lease the Premises defined herein to the Lessee under the terms and conditions as set forth herein; and

WHEREAS, the Lessee desires to lease the Premises defined herein from the Lessor under the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the covenants and obligations set forth herein and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **THE PREMISES.** In accordance with the terms and conditions of this Lease, the Lessor hereby agrees to lease to the Lessee the property described below together with all the improvements thereto:

Address: 925 North Temple Avenue, Suites C & D, Starke, Florida, 32091, with a total of 1232 square feet, hereinafter known as the "**Premises**".

The Lessee hereby leases and takes from the Lessor the Premises and confirms that the address of the Premises referred to above are designated by The Lessor.

2. **PERMITTED USE.** Lessee agrees to continuously and at all times use and occupy the Premises during the Lease Term solely for the Permitted Use(s) a office space and as a Career Center to provide workforce services to the public. ("**Permitted Use**").

No other use is permitted without prior written approval of Lessor, which approval Lessor may grant or withhold.

3. **LEASE TERM.** The term of this Lease shall commence on 1st day of February, 2023 and shall subsist for a period of twenty (20) months, and expire on the last day of the Lease term, the 30th day of September 2025. ("**Lease Term**")

4. **RENEWAL.** The Lessee may renew the lease for additional terms of one (1) year, (the "**Renewal Term**") upon mutual, written agreement of the parties. In the event of the renewal of this Lease, the terms and conditions of this Lease shall remain in full and effect for the duration of the Renewal Term unless otherwise agreed to in writing by the Parties. If either party does not intend to continue a subsequent renewal term, the party that wishes

to terminate the lease term or renewal term shall provide the other party with six (6) months notice.

5. **RENT.** The Lessee shall pay the net amount of eighteen hundred dollars (\$1,800.00) per month, payable by the 5th calendar day of each month, for a total of thirty-six thousand and dollars (\$36,000.00) for the twenty month term of this original term of the Lease (herein after referred to as "**Rent**"), and twenty-one thousand and six hundred dollars (\$21,600.00) for annual renewal terms.

6. **EXPENSES.** The Parties agree that the responsibility for the expenses in relation to this Lease shall be borne as follows:

a. **Utilities.**

The Utilities including: electricity and water charges, communications, telephone and data charges, gas and air conditioning, shall be borne and paid by the Lessee.

b. **Maintenance.**

The Maintenance of the Premises including the following shall be borne and paid by the Lessee:

Janitorial and pest control services

Garbage removal

Grease traps, drainage and pipes maintenance

Parking maintenance

Lawn maintenance

HVAC Maintenance. HVAC replacement and repairs that cost \$5000 or more shall be paid by the Lessor

Minor Repairs that cost less than \$5000

c. **Insurance.**

A. The Lessor shall obtain fire and extended coverage insurance upon the leasehold premises and improvements thereto in their full insurable value. The Landlord shall provide to the Tenant proof of such insurance coverage prior to the Tenant taking occupancy of the premises. Tenant is responsible for its property.

B. Lessee has in place and shall maintain during the term of this Lease a program of self-insurance pursuant to Florida Statutes Sections 111.072, 136.091 and 768.28. That the self-insurance program provides coverage for claims which emanate from Automobile Physical Damage and Public Liability incidents arising from Automobile Liability (both Bodily Injury and Property Damage), Commercial General Liability, and Workers' Compensation with a limit of liability not to exceed \$300,000 per accident

C. Nothing contained herein shall constitute a waiver by the Lessor or Lessee of its sovereign immunity, the limits of liability or any other provisions of §768.28, Florida Statutes.

d. **Taxes.**

The Lessee shall bear all taxes and fees that are payable under Laws in connection with other payments made by the Lessee, the Lessee's interests under this Lease, the Lessee's improvements and property at the Premises, and the Lessee's activities at the Premises.

The Lessee shall bear all Taxes and fees that are payable under Laws in connection with the Rent.

The Lessee shall pay all Taxes and fees payable in connection with this Agreement under Laws to the extent that such Taxes and fees are payable under the applicable Laws such as sales tax, intangible taxes, personal property taxes.

7. **COMMON AREAS.** The Lessor shall at all times have exclusive management and control of the Common Areas for any purpose or in any manner that it deems necessary or appropriate. The Lessor reserves the right to remove, relocate or otherwise change or carry out any alteration or addition or other works to the Common Areas. The Lessor shall not be liable to Lessee for any damage incidental to the exercise of its rights under this section, provided that such damage is not accompanied by any fault, negligence or bad faith on the part of the Lessor or his agents. The Lessee shall abide by the Lessor's rules and management of the Common Areas.

"**Common Areas**" refers to those portions of the structure in which the Premises and located and areas surrounding the Premises including the driveways, entrances and exits, pedestrian passageways, walkways, loading docks, landscaped and streetscaped areas, any on-site parking areas, facilities (such as escalators, and lifts), installations (such as doors, windows, electrical installations and wiring), water and drainage pipes, gas pipes, fire systems, security and air-conditioning facilities, and all other areas or improvements which may be provided by Lessor from time to time for the general use of Lessees of the structure in which the Premises and located and areas surrounding the Premises and their respective employees, guests, patrons, suppliers, licensees and other invitees.

8. **SECURITY DEPOSIT.** The Lessor is willing to waive the security deposit based upon prior relationship of the parties.

9. **ALTERATIONS AND IMPROVEMENTS.** No alterations to or improvements on the Premises shall be made by the Lessee without prior express consent of the Lessor to the same in writing. The Lessor agrees to not unreasonably withhold consent to reasonably necessary alterations or improvements. The Lessee shall ensure compliance with any and all applicable laws, rules, ordinances and codes when undertaking any alteration or improvement to the Premises.

A. **Unauthorized Alterations or Improvements.** In the event that the Lessee shall undertake alterations or improvements relating to the Premises in violation of this section the same shall be considered a material breach of this Lease and shall put the Lessee in default. The Lessor may, upon the Lessor's discretion, require the

Lessee to undo the alterations or improvements and restore the Premises to the its condition prior to any unauthorized alteration or improvement at the sole expense of the Lessee.

- B. **Ownership of Alterations and Improvements.** In all cases of alterations, improvements, changes, accessories and the like that cannot be removed from the Premises without destroying or otherwise deteriorating the Premises or any surface thereof shall, upon creation, become the Lessor's property without need for any further transfer, delivery or assignment thereof.

10. **COMPLIANCE WITH LAW.** The Lessee undertakes to comply with and abide by, at its sole expense, any and all Federal or Florida state laws, municipal or county ordinances, rules, regulations, codes and all other issuances from authorized government authorities respecting the Premises and the Lessee's occupation and use thereof, including but not limited to obtaining all pertinent licenses and permits and maintaining copies thereof in the Premises.

11. **OBLIGATIONS OF THE LESSEE:**

- A. The Lessee shall keep the premises in a clean, sanitary, neat and presentable condition.
- B. The Lessee shall be responsible for minor repairs, outside of ordinary wear and tear, of any part of the Premises that do not affect the structural parts of the building or structure in which it is located ("**Minor Repairs**") including but not limited to replacing light bulbs, cleaning or repairs of windows, ~~doors~~, toilets and similar appurtenances. However irrespective of the above Lessee shall not be responsible for any repair that costs \$5000 or more, or that is considered a capital expenditure as defined by 2 CFR 200.439.
- C. The Lessee shall, at its sole expense restore, repair and/or rectify any damage, outside of ordinary wear and tear, to the Premises caused by the Lessee or others that the lessee permits into the Premises that are not covered or compensable by any insurance.

12. **ASSIGNMENT AND SUBLET.** The Lessee acknowledges that this Lease is not transferrable and that the Lessee may not assign the Lease, any part of the Lease or any of the rights or obligations herein without the prior express and written consent of the Lessor. The Lessee shall not sublet, sublease or otherwise grant any other party any license or right in relation to the Premises or this Lease without such written consent. Any license, assignment, sublease or agreement in violation of this clause shall be null and void with no legal force whatsoever. Alachua County, as the Administrative Entity for CareerSource North Central Florida, is leasing said Premises for use as a Satellite or Affiliate Career Center to provide workforce services and such use is expressly permitted by this Lease.

13. **RIGHT OF ENTRY.** The Lessor shall, upon giving 5 days' notice, be granted by the Lessee access and allowed by the latter to enter the Premises to make necessary inspections,

repairs or alterations on the property, or pursuant to any lawful purpose as the Lessor, provided that the time of entry requested is reasonable considering the purpose.

14. DAMAGE TO LEASED PREMISES. In the event the leased premises be rendered un-tenantable by reason of fire, explosion, hurricane, or other casualty, Lessor, at its option, may either repair the premises to make the same tenantable within ninety (90) days thereafter, or may, at its option, terminate this lease. In the event of such termination, Lessor shall give Lessee thirty (30) days' notice in writing, whereupon this lease shall be terminated in accordance with such notice. The termination date does not have to be at the end of a rental month. If the premises be damaged but not rendered un-tenantable, the rental due hereunder shall not cease or be abated during the period of repair of such damage but Lessor shall proceed with such repairs as expeditiously as possible under existing circumstances. Lessor shall not be liable for any injury or damage to persons or property caused by such casualty. In any event, Lessee shall not be liable for rent for any period when the premises are un-tenantable.

In the event such repair cannot be accomplished or of total destruction the Lease shall cease and terminate with no early termination or other liability accruing to either of the Parties.

15. DEFAULT AND POSSESSION. In the event that the Lessee violates the terms and conditions of this Lease, the Lessor shall promptly provide the Lessee with a notice of such default, informing the Lessee that failure to rectify the same within 5 days will terminate the Lease and allow the Lessor to recover the premises at the end of such period. Should the Lessee fail to rectify the same within 15 days after receiving such Notice of Default, the Lessor may terminate this Lease and recover the Premises from the Lessee. In such an event, the Lessor may hold the Lessee's possessions found in the Premises as security until sums owed by the Lessee has been paid.

16. SURRENDER OF PREMISES. On or before 11:59 P.M. on the last day of the Lease Term, the Lessee shall deliver up vacant possession of the Premises to Lessor more or less in the condition it was delivered to the Lessee, save ordinary wear and tear, and the Parties shall carry out the inspection of the Premises and shall sign a handover form jointly prepared and signed by Parties to confirm the condition and handover of the Premises. The Lessee shall also return all keys and other devices giving access to any part of the Premises and the building or structure in which it is located.

Without prejudice to the foregoing, the Lessee shall at its expense, at the request of Lessor, immediately make good any deficiencies identified during the handover inspection and remove from the Premises any alterations, fixtures or property of Lessee that Lessor requests to be removed, provided that the same were not existing in the Premises delivered by the Lessor or do not consist of alterations or improvements consented to by the Lessor as provided in Section 9 hereof.

Failure of the Lessee to return the Premises to Lessor in accordance with the above, shall entitle the Lessor to enter the Premises and carry out appropriate repair to the Premises and removal of any property of Lessee and any cost so incurred shall be borne by Lessee. All property left in the Premises by Lessee shall be deemed to have been abandoned by Lessee and Lessor shall be entitled to dispose of the same as Lessor deems appropriate.

17. **LIABILITY.** The Lessor, the Lessee, and CareerSource North Central Florida each fully retains all sovereign immunity protections afforded to it under law. Without in any way waiving, limiting or restricting any defences of sovereign immunity, each party shall be solely responsible for its own negligent acts or omissions, as well as those of its own employees. This Lease is not intended, and shall not be interpreted to constitute, a waiver of sovereign immunity, an authorization or claims by third parties, a waiver of the limits of liability as established by §768.28, Florida Statutes, or to waive any other provision of §768.28, Florida Statutes.

18. **GOVERNING LAW.** This Lease shall be governed by its terms and conditions and be interpreted according to the laws of the State of Florida, specifically in Bradford County, Florida.

19. **NOTICE.** All notices in relation to this Lease shall be delivered to the following addresses:

To the Lessor:

County Manager, Bradford County, 945 North Temple Avenue, Starke, Florida 32091

To the Lessee:

Phyllis Marty, CEO, CareerSource North Central Florida, 1112 North Main Street, Gainesville, Florida 32601.

20. **SEVERABILITY.** Should any provision of this Lease be found, for whatever reason, invalid or unenforceable, such nullity or unenforceability shall be limited to those provisions. All other provisions herein not affected by such nullity or dependent on such invalid or unenforceable provisions shall remain valid and binding and shall be enforceable to the full extent allowed by law.

21. **BINDING EFFECT.** The terms, obligations, conditions and covenants of this Lease shall be binding on Lessee, the Lessor, their heirs, legal representatives and successors in interest and shall inure to the benefit of the same.

22. **ENTIRE AGREEMENT. NO RECORDATION OF AGREEMENT.** This Lease and, if any, attached documents are the complete agreement between the Lessor and the Lessee concerning the Premises. There are no oral agreements, understandings, promises, or representations between the Lessor and the Lessee affecting this Lease. All prior negotiations and understandings, if any, between the Parties hereto with respect to the Premises shall be of no force or effect and shall not be used to interpret this Lease. No modification or alteration to the terms or conditions of this Lease shall be binding unless expressly agreed to by the Lessor and the Lessee in a written instrument signed by both Parties.

The parties understand and agree that neither this Commercial Lease Agreement nor any memorandum or short form thereof shall or may be recorded in any of the public records of this or any other State.

23. MISCELANEOUS PROVISIONS.

Lead Paint Disclosure. The Lessor hereby informs the Lessee there is a possibility that lead-based paint may have been used on the property. This is something that can be hazardous to pregnant women as well as young children.

Radon Gas Disclosure. 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.

No Waiver. No waiver of any covenant or condition or of the breach of any covenant or condition of this Lease shall be taken to constitute a waiver of any subsequent breach of such covenant or condition nor to justify or authorize the nonobservance on any other occasion of the same or of any other covenant or condition hereof, nor shall the acceptance of rent by Lessor at any time when Lessee is in default under any covenant or condition hereof, be construed as waiver of such default or of Lessor's right to terminate this Lease on account of such default; nor shall any waiver of such default or of Lessor's right to terminate this Lease on account of such default or any waiver or indulgence granted by Lessor to Lessee be taken as an estoppel against Lessor, it being expressly understood that if at any time Lessee shall be in default in any of its covenants or conditions hereunder, an acceptance by Lessor of rental during the continuance of such default or the failure on the part of Lessor promptly to avail itself of such other rights or remedies as Lessor may have, shall not be construed as waiver of such default, but Lessor may at any time thereafter, if such default continues, terminate this Lease on account of such default in the manner hereinbefore provided.

Lien. Lessee shall not cause or permit any lien, mortgage, encumbrance, or other claim against the subject premises and property without the express written consent of Lessor. Lessee shall immediately indemnify the Lessor in the event of such lien, mortgage, encumbrance or other claim accrues against the property through any action or inaction of Lessee.

Quiet Enjoyment. Lessor covenants and agrees that so long as Lessee shall keep and perform each and every covenant, term, provision and condition as set forth herein, Lessee shall have quiet and undisturbed and continued possession of the premises during the term of this Lease, free from any claims against Lessor and all persons claiming under, by or through Lessor.

Attorneys' Fees. In any legal proceeding, including appellate proceedings concerning this Lease Agreement, the prevailing party shall be entitled to costs and governmental entity will be responsible for their own attorney's fees.

Succession. This lease Agreement shall bind the heirs, assignees, administrators, legal representatives, executors or successors as the case may be of both parties, however, this

shall not expand the right of Lessee to sublet the premises beyond the provisions set forth above.

Waiver of Jury Trial. The parties hereby specifically waive their right to demand a jury trial in respect to the enforcement of this agreement.

Time is of the Essence. Time shall be of the essence in interpreting the provisions of this Lease Agreement.

Public records. The Lessee acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Lessee acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under this Lease and that the Public Records Laws control over any contrary terms in this Lease.

IF THE LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LESSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LEASE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 966-6327, SCOTT KORNEGAY, 945 NORTH TEMPLE AVENUE, STARKE, FLORIDA 32091, scott_kornegay@bradfordcountyfl.gov.

IN WITNESS WHEREOF, the parties hereto set their hands and seal this 19th day of January 2023.

LESSOR:

**BOARD OF COUNTY COMMISSIONERS
OF BRADFORD COUNTY, FLORIDA**

By: 
Diane Andrews, Chair

ATTEST:


Denny Thompson,
Clerk to the Board

APPROVED AS TO FORM


Bradford County Attorney

LESSEE:

**BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA**

By: *A Prizzia*
Anna Prizzia, Chair

ATTEST:

Jess Irby
J. K. "Jess" Irby, Esq., Clerk

APPROVED AS TO FORM

DocuSigned by:
David Forziano
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Alachua County Attorney's Office











Item #5, 23-0370, 02142023

Final Audit Report

2023-02-15

Created:	2023-02-15
By:	Steve Donahey (asd@alachuaclerk.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXuAAHeRIX2Xfulu5NCZWvrOMsPmMCd71

"Item #5, 23-0370, 02142023" History

-  Document created by Steve Donahey (asd@alachuaclerk.org)
2023-02-15 - 1:47:18 PM GMT- IP address: 216.194.145.253
-  Document emailed to bocccchairsignature@alachuacounty.us for signature
2023-02-15 - 1:48:13 PM GMT
-  Email viewed by bocccchairsignature@alachuacounty.us
2023-02-15 - 4:05:02 PM GMT- IP address: 149.19.43.13
-  Signer bocccchairsignature@alachuacounty.us entered name at signing as Anna Prizzia
2023-02-15 - 4:11:33 PM GMT- IP address: 149.19.43.13
-  Document e-signed by Anna Prizzia (bocccchairsignature@alachuacounty.us)
Signature Date: 2023-02-15 - 4:11:35 PM GMT - Time Source: server- IP address: 149.19.43.13
-  Document emailed to jki@alachuaclerk.org for signature
2023-02-15 - 4:11:37 PM GMT
-  Email viewed by jki@alachuaclerk.org
2023-02-15 - 4:26:04 PM GMT- IP address: 216.194.145.253
-  Signer jki@alachuaclerk.org entered name at signing as Jess Irby
2023-02-15 - 4:26:26 PM GMT- IP address: 216.194.145.253
-  Document e-signed by Jess Irby (jki@alachuaclerk.org)
Signature Date: 2023-02-15 - 4:26:28 PM GMT - Time Source: server- IP address: 216.194.145.253
-  Agreement completed.
2023-02-15 - 4:26:28 PM GMT