



STATE OF FLORIDA  
Standard Lease Agreement

2016-07-4  
attachment

Lease Commencement: 07/01/2016

Preamble

THIS LEASE AGREEMENT is entered into this 30th day of June, 2016 by and between those Parties listed below.

Parties

Lessee: Office of Regional Conflict Counsel, Region One  
Agency Name  
Address: 227 North Bronough Street, Suite 1125 Tallahassee FL 32301  
Street City State Zip Code  
Lessor: JACKSONVILLE POLICE AND FIRE PENSION BOARD OF TRUSTEES  
Lessor Name  
Address: One West Adams Street, Suite 100 Jacksonville FL 32202  
Street City State Zip Code  
FEID: 20-2850784 OR Social Security Number:

1. Description

A. In consideration for the covenants and agreements made here, Lessor agrees to lease to Lessee those Premises (hereinafter the "Premises") described as:

Description: See Attached Addendum 1 and Attached Diagram of 2nd Floor at 1 West Adams Street.

Building: One West Adams Street Duval  
Building Name County  
Address: One West Adams Street Jacksonville FL 32202  
Street City State Zip Code

consisting of an aggregate area of 12,384 square feet of net rentable space measured in accordance with the Department of Management Services' Standard Method of Space Measurement. This space comprises approximately 32.9 % of the 37,695 net square feet in the building.

B. Lessor shall also provide 22 exclusive parking spaces and 0 nonexclusive parking spaces as part of this Lease Agreement.

2. Term & Renewals

A. The Lease shall begin on: July 1, 2016  
Month Day Year

and end at the close of business on June 30, 2020  
Month Day Year

for a term of 48 months.

B. Lessee, however, is hereby granted the option to renew this Lease for an additional N/A upon the same terms and conditions as specified in Article 4. B. of this Lease. If Lessee desires to renew this Lease under the provisions of this Article, it shall give Lessor written notice thereof not more than six months nor less than three months prior to the expiration of the term provided in this Article or any applicable renewal period.

Lessor Initial: \_\_\_\_\_

Lessee Initial: JEC

**3. Notices, Rental Invoices & Rental Payments**

A. All Notices to be served upon Lessee shall be sent by receipted mail to:

Lessee: Office of Regional Conflict Counsel, Region One  
Agency Name  
 Address: 227 North Bronough Street, Suite 1125 Tallahassee FL 32301  
Street City State (Zip Code)

B. All Notices to be served upon Lessor shall be sent by receipted mail to:

Lessor: JACKSONVILLE POLICE AND FIRE PENSION BOARD OF TRUSTEES  
Lessor Name  
 Address: One West Adams Street, Ste. 100 Jacksonville FL 32202  
Street City State (Zip Code)

C. Rental invoices shall be submitted monthly to Lessee at:

Lessee: Office of Regional Conflict Counsel, Region One  
Lessee Name  
 Address: 227 North Bronough Street, Suite 1125 Tallahassee FL 32301  
Street City State (Zip Code)

D. Rental Payments shall be paid to Lessor at:

Lessor: JACKSONVILLE POLICE AND FIRE PENSION BOARD OF TRUSTEES  
Lessor Name  
 Address: One West Adams Stree, Ste. 100 Jacksonville FL 32202  
Street City State (Zip Code)

**4. Rent**

The rent shall be payable the month following the month of occupancy in accordance with subsection 215.422, Florida Statutes. The rent for any fractional part of the first month shall be prorated.

**A. Base Term**

Lessee agrees to pay Lessor rent according to the following schedule:

Start (MM/DD/YYYY)	TERM -	End (MM/DD/YYYY)	RATE PER SQUARE FOOT	MONTHLY RENT	ANNUAL RENT
07/01/2016	-	06/30/2017	\$13.06	\$13,477.92	\$161,735.04
07/01/2017	-	06/30/2018	\$13.06	\$13,477.92	\$161,735.04
07/01/2018	-	06/30/2019	\$13.45	\$13,880.40	\$166,564.80
07/01/2019	-	06/30/2020	\$13.86	\$14,303.52	\$171,642.24
	-			\$0.00	\$0.00
	-			\$0.00	\$0.00
	-			\$0.00	\$0.00
	-			\$0.00	\$0.00
	-			\$0.00	\$0.00
	-			\$0.00	\$0.00

Lessor Initial: \_\_\_\_\_

Lessee Initial: JEL

**B. Option Term**

For the renewal options as specified in article 2, the rental rate shall be: N/A

Start (MM/DD/YYYY)	TERM	End (MM/DD/YYYY)	RATE PER SQUARE FOOT	MONTHLY RENT	ANNUAL RENT
	-			\$0.00	\$0.00
	-			\$0.00	\$0.00
	-			\$0.00	\$0.00
	-			\$0.00	\$0.00
	-			\$0.00	\$0.00
	-			\$0.00	\$0.00
	-			\$0.00	\$0.00
	-			\$0.00	\$0.00
	-			\$0.00	\$0.00
	-			\$0.00	\$0.00

**5. Utilities**

- A. The Lessor , Lessee , see Addendum \_\_\_\_\_  will promptly pay all billed utilities including gas, water, sewer, solid waste, storm water, and other power and electric light rates or charges which may become payable during the term of this Lease.
- B. For the facilities in which the Lessee occupies a metered, aggregate area of 5,000 net square feet or more, Lessor agrees to provide Lessee timely and accurate data on Lessee's monthly consumption or use of electricity, natural gas, LP gas and/or fuel oil, as appropriate, pursuant to Section 255.257, Florida Statutes.

**6. Facility Services**

- A. The Lessor  or Lessee  will furnish daily janitorial services and required janitorial supplies. Janitorial services will include provision of recycling trash disposal for the Premises at the expense of the Lessor  or Lessee .
- B. Lessor shall provide for interior and exterior maintenance and repairs in accordance with generally accepted good practices. This includes repainting, replacement of worn or damaged floor covering and repairs or replacement of interior equipment as needed due to normal use. Lessor shall maintain the exterior of the leased facility so to conform to all applicable health and safety laws, ordinances and codes, which are presently in effect or may be enacted during the term of this Lease and any renewal periods.
- C. The Lessor  or Lessee  agrees to furnish pest control services for the leased Premises during the term of the Lease at the expense of the Lessor  or Lessee .
- D. Lessor agrees to install light fixtures for use by Lessee. The Lessor  or Lessee  shall be responsible for replacement of all bulbs, lamps, tubes, and starters used in such fixtures.
- E. All services required above shall be provided during Lessee's normal working hours, which are deemed 7:30 a.m. to 5:30 p.m., Monday through Friday excluding state holidays, unless otherwise stipulated below:

Lessor Initial: \_\_\_\_\_

Lessee Initial: JEL

F. During the term of this Lease, Lessee shall maintain the interior of the Premises in as good a state of repair as it is at the time of the commencement of this Lease. Notwithstanding this obligation, reasonable wear and tear and unavoidable casualties are permissible.

Day	From	To
N/A		

**7. Accessibility and Alterations**

A. Lessor agrees that the leased Premises meets at the time of occupancy, or will conform, or will be brought into conformance within 180 days of lease execution, the requirements of the 2012 Florida Accessibility Code for Building Construction ("FACBC"), Americans With Disabilities Accessibility Implementation Act, Section 553.501 - 553.514, Florida Statutes. The Code of Federal Regulations, Department of Justice, Title 28, Part 25 and Part 36, and the Department of Transportation Title 49, Part 37 and the requirements of Florida Building codes have all been incorporated within the FACBC.

Notwithstanding anything else contained in this lease, Landlord at Landlord's expense, shall be responsible for and agrees to comply with all obligations under the ADA which imposes any duty upon landlord or tenant with respect to the use, occupancy or alteration of the leased premises, building or project.

If a claim or action is brought due to the allegations of failure to comply with the ADA, Landlord agrees to indemnify, defend, and hold Tenant harmless from any cost or expense, including attorney's fees, from being named in the claim or action.

B. The Florida Building Codes includes and requires the following subparts, which are applicable to occupied or public use leases:

Chapter 1, Section 101.1. all new and altered public buildings and facilities, private buildings and facilities, places of public accommodation and commercial facilities subject to this code shall comply with this code.

Chapter 1, Section 101.3 this code established standards for accessibility to place of public accommodation and commercial facilities by individuals with disabilities. This code shall also apply to state and local government (owned and leased) facilities pursuant to Section 553.503, Florida Statutes. It is to be applied during the design, construction and during any alteration to such buildings and facilities as required by the code.

C. Lessor agrees that Lessee shall have the right to make any minor alterations in and to the Premises during the term of this Lease upon first having obtained written consent of Lessor. Lessor shall not unreasonably withhold the consent to any such alterations.

Lessor Initial:

Lessee Initial:

**8. Applicable Laws**

Due to the size and/or configuration of the space leased, the following laws apply:

- A.  Section 255.25(3) (e), Florida Statutes relating to tenant improvement costs for which Lessor may be eligible for reimbursement. As applicable, Lessor and Lessee agree that the sum of \_\_\_\_\_ has been spent by the Lessor for improvements to the Premises and the Lessor does  or does not  intend to seek reimbursement for these improvements.
- B.  Section 252.385(4) (b), Florida Statutes relating to the use of the Premises as a public hurricane evacuation shelter. As applicable, the facility in which the Premises exist may be required to serve as a public hurricane evacuation shelter at the request of local emergency management agencies. It is hereby agreed and understood that in the event the Premises is selected for use as an emergency shelter Lessor, upon receiving notice from the Emergency Management Center, shall make the building available as a public hurricane evacuation shelter.
- C.  **Cooperation with the Inspector General**  
Pursuant to section 20.055(5), Florida Statutes, contractor and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

**9. Heating and Air Conditioning**

Lessor agrees to furnish to Lessee heating and air conditioning equipment and maintain same in satisfactory operating condition at all times for the Premises during the term of the Lease at the expense of Lessor. Lessor agrees that thermostats in the Premises will be set to maintain an average zone temperature of 75 degrees Fahrenheit during the heating and cooling seasons.

**10. Compliance with Fire Safety Standards**

- A. Lessor shall provide for fire protection during the term of this Lease in accordance with the fire safety standards of the State Fire Marshal. Lessor shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshal. Lessor agrees that the Premises shall be available for inspection by the State Fire Marshal, prior to occupancy by Lessee, and at any reasonable time thereafter.
- B. To assure Lessee of facility compliance with Florida's Fire Safety Standards, Lessor agrees to provide Lessee with written Fire Safety Inspection prior to the approval of this Lease. Fire Safety Inspection is to be conducted by State Fire Marshal or local fire officials.
- C. In the event that the entirety or majority of the Premises is destroyed by fire, lightning, storm or other casualty, Lessor may repair the damage to Premises at its own cost and expense. Rental payments shall cease until the completion of repairs. Lessor will immediately refund the pro rata part of any rentals paid in advance by Lessee prior to the destruction. Should the Premises be only partly destroyed, leaving the major part in usable condition, then the rental shall abate on the damaged portion until the Premises is restored by Lessor. Upon the completion of such repairs, the full rental shall commence and the Lease shall then continue the balance of the term.
- D. Lessor certifies that no asbestos was used in the construction of the demised Premises or that if asbestos was used, actions have been completed to correct the hazards caused by the use of asbestos.
- E. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of 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. Section 404.056(5), Florida Statutes. Lessor certifies that if any radon is present, it is at a measurement level less than 4 PCI/L.

**11. Injury or Damage to Property**

All property of any kind that may be on the Premises during the term of this Lease shall be at the sole risk of Lessee, and except for any negligence of Lessor, Lessor shall not be liable to Lessee for loss or damage to the property.

Lessor Initial: \_\_\_\_\_

Lessee Initial: 

**12. Expiration of Term**

At the expiration of the term, Lessee will peaceably yield up to Lessor the Premises in good and tenantable repair. Lessor and Lessee agree that Lessee shall have the right to remove from the Premises all personal property of Lessee including all fixtures, machinery, equipment, appurtenances and appliances placed or installed on the Premises by Lessee provided that Lessee agrees to restore the Premises to as good a state of repair as found prior to the removal.

**13. Right to Inspect**

Lessor, at all reasonable times, may enter into and upon the Premises for the purpose of viewing the same and for the purpose of making any such repairs as Lessor is required to make under the terms of this Lease.

**14. Taxes and Insurance**

Lessor shall pay all real estate taxes and fire insurance premiums on the Premises. Lessor shall not be liable to carry fire insurance on the person or property of Lessee or any other person or property that may occupy the Premises now or later.

**15. Subletting and Assignment**

Lessee, upon obtaining written consent of Lessor, shall have the right to sublet all or any part of the Premises or to assign all or any part of the Premises. Lessor shall not capriciously withhold written consent.

**16. Wavier of Defaults**

No waiver by Lessee of any breach of this Lease by Lessor shall be construed as a waiver of any subsequent breach of any duty or covenant imposed by this Lease.

**17. Rental Commencement**

Notwithstanding the provisions of Article 2 "Term" and Article 4 "Rent" of this Lease, term shall not commence until date of completion of the renovations of the demised premises to Lessee's satisfaction and thereby made ready for occupancy by lessee. At the time of occupancy, the rent for any fractional part of the first month of occupancy shall be prorated.

**18. Availability of Funds**

Pursuant to Section 255.2502, Florida Statutes, Lessor acknowledges that the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

**19. Breach of Covenant**

A. If Lessee neglects or fails to perform or observe any covenant herein, and such default continues for a period of thirty (30) days after receipt of written notice thereof from Lessor, then Lessor may lawfully, immediately, or at any time thereafter, and without further notice or demand, enter into and upon the Premises, and repossess the same as of their former estate and expel Lessee and remove its effects forcefully, if necessary.

B. This action by the Lessor shall not be deemed as any manner of trespassing. Any remedy which might otherwise be used by the Lessor for arrears of rent or for any breach of Lessee's covenants is not waived by such action.

**20. Not Consent to Sue**

No provisions, terms, or conditions of this Lease shall be construed as consent of the State of Florida to be sued because of said leasehold.

**21. Right to Terminate**

Lessee shall have the right to terminate this Lease without penalty in the event a State-owned building becomes available to Lessee for occupancy, and upon the giving six (6) months advance written notice to Lessor by Certified Mail, Return Receipt Requested.

Lessor Initial: \_\_\_\_\_

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Lessee Initial:     JG

**22. Public Entity Crime Statement**

Section 287.133, Florida Statutes places the following restrictions on the ability of persons convicted of public entity crimes to transact business with public entities, including the department:

A person, or affiliate, who has been placed on the convicted vendor list, following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**23. Discrimination**

Section 287.134 Florida Statutes places the following restrictions on the ability of persons on the discriminatory vendor list to transact business with public entities, including the department:

An entity who has been placed on the discriminatory vendor list may not submit a bid or proposal to provide goods or services to a public entity, may not submit a bid or proposal with a public entity for the construction or repair of a public building or public work, may not submit bids or proposals on leases of real property to a public entity, may not perform work as a contractor, supplier subcontractor or consultant under contract with any public entity and may not transact business with any public entity.

**24. Use of Premises**

Lessee will not make or suffer any unlawful, improper, or offensive use of the Premises or any use or occupancy thereof contrary to the laws of the State of Florida or to such ordinances of the city or county in which the Premises are located, now or hereinafter made, as may be applicable to Lessee.

**25. Failure to Comply**

- A. In the event that Lessor fails to comply with any term or provision of this Lease after written notice, Lessee reserves the option to:
- i. setoff and deduct from the rental amount due Lessor under this Lease such sums as Lessee determines are required to remedy the default of Lessor; and/or
  - ii. fulfill Lessor's obligations under the terms of this Lease; whereby Lessor shall reimburse Lessee on demand for any reasonable expenses which Lessee may incur in thus effecting compliance with Lessor's obligation under this Lease. Should Lessee elect this option, Lessee shall use its best efforts to mitigate damages caused thereby; and/or
  - iii. terminate this Lease and vacate the Premises, but without prejudice to any remedy which might otherwise be used by Lessee for any breach of Lessor's covenants contained herein, and/or
  - iv. bring suit for damages against Lessor for any expense (including reasonable attorney's fees) Lessee may incur by Lessor's failure to comply with any term or provision of the Lease. However, Lessee shall not bring suit for damages incurred due to a delay in the Commencement Date of this Lease if any such delay is caused solely by any delay, default or omission of Lessee.
- B. Lessee is required to give Lessor written notice setting forth in reasonable detail the nature and extent of such failure and Lessor will be given thirty (30) days to cure such failure. If such failure cannot reasonably be completely cured within that thirty (30) day period, the length of such period shall be extended for the period reasonably required thereof, only if Lessor commences curing such failure within such thirty (30) day period and continues the curing thereof with reasonable diligence and continuity.
- C. Reason for setoff of amounts due under this Lease shall include, but are not limited to, remedying heating and air conditioning equipment and roofing deficiencies.
- D. Each occasion of setoff of rental amounts due under this Lease shall be contingent upon the prior approval of Lessee's legal counsel.

Lessor Initial: \_\_\_\_\_

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Lessee Initial: 

**26. Definition of Terms**

- A. The terms "Lease," "Lease Agreement," or "Agreement" shall be inclusive of each other and shall also include any renewals, extensions or modifications of this Lease.
- B. The terms "Lessor" and "Lessee" shall include the successors and assigns for the parties hereto.
- C. The singular shall include the plural and the plural shall include the singular whenever the context so requires or permits.

**27. Additional Terms**

- D.  No additional covenants or conditions form a part of this Lease
- E.  All additional covenants or conditions appear on attached Addendum(s):

1, 2, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

Lessor Initial: \_\_\_\_\_  
Lessee Initial: JE



IN WITNESS WHEREOF, the Parties hereto have hereunto executed this instrument for the purpose herein expressed, this \_\_\_\_\_ day of June, 2016


ANY MODIFICATION OF A LEASE AGREEMENT SHALL NOT BECOME LEGALLY EFFECTIVE UNTIL APPROVED/ACCEPTED BY THE DEPARTMENT OF MANAGEMENT SERVICES.

ORIGINAL SIGNATURES REQUESTED ON ALL COPIES

As to Lessor – Lessor, or authorized representative and two witnesses, must sign, print name and enter date.

<input checked="" type="checkbox"/>	_____	Beth McCague	____/____/____
	Lessor or Authorized Representative	Printed Name/Title	Date
<input checked="" type="checkbox"/>	_____	_____	____/____/____
	Witness #1	Printed Name	Date
<input checked="" type="checkbox"/>	_____	_____	____/____/____
	Witness #2	Printed Name	Date

As to Lessee Agency – Agency Head (or authorized designee) and representative of Agency's Office of General Counsel, must sign, print name and enter date.

<input checked="" type="checkbox"/>		Jeffrey E. Lewis, Regional Conflict Counsel	<u>6/30/16</u>
	Agency Head or Authorized Delegate	Printed Name/Title	Date
<input checked="" type="checkbox"/>	NOT APPLICABLE	NOT APPLICABLE	____/____/____
	Agency Office of General Counsel	Printed Name	Date

Lessor Initial: \_\_\_\_\_

Lessee Initial: 

## ADDENDUM 1

### Description of Leased Premises:

The second floor of the Police and Fire Pension Bldg at One West Adams consisting of 12,384 square feet of rentable space made available for the Tenant on said floor exclusive of bathrooms and common area hallways. Such aggregate rentable area is likewise exclusive of vertical penetrations of approximately 2,195 sq ft of atrium space which shall not be counted as part of the rentable square footage of the demised premises.

*NEA*

## ADDENDUM 2

**Termination of Prior Lease.** The parties previously entered into that certain Lease Agreement for all or a part of the Premises, dated December 1, 2014 (the "Prior Lease"). The parties hereby agree that the Prior Lease shall terminate and be of no further force and effect as of 11:59 p.m., June 30, 2016. Notwithstanding the foregoing: (A) Tenant shall remain responsible to Landlord for: (a) any and all rental and other charges due, owing or accruing under the Prior Lease prior to the commencement of the Term of this Lease; (b) its obligations under the Prior Lease which expressly or impliedly survive termination of the Prior Lease; (c) third party claims against Landlord for which Tenant was required to either or both indemnify and hold Landlord harmless pursuant to the Prior Lease and (d) Tenant's introduction of Hazardous Substances or violations of environmental law at or affecting the Premises before the Effective Date of this Lease; (B) Landlord shall remain responsible to Tenant for: (y) its obligations under the Prior Lease which expressly or impliedly survive termination of the Prior Lease; and (z) third party claims against Tenant for which Landlord was required to either or both indemnify and hold Tenant harmless pursuant to the Prior Lease. Further, each party's rights, if any, to audit the records of the other under the Prior Lease shall survive termination of the Prior Lease for as long as provided in the Prior Lease; and (C) the condition to which Tenant shall be required to return the Premises shall be that which existed when delivery of possession was made by Landlord to Tenant under the Prior Lease as to the premises described in the Prior Lease.

Provided, however, nothing in this addendum, nor in the lease dated December 1, 2014 referenced herein, shall be deemed to create, or negate, any provisions of Florida Statute, or law.

JEL



## **ADDENDUM 1**

### **Description of Leased Premises:**

The second floor of the Police and Fire Pension Bldg at One West Adams Street, Jacksonville, Florida consisting of 12,384 square feet (more or less) of rentable space made available for the Tenant on said floor exclusive of bathrooms and common area hallways. Such aggregate rentable area is likewise exclusive of vertical penetrations of approximately 2,195 sq ft of atrium space which shall not be counted as part of the rentable square footage of the demised premises.

The parties agree that the 22 parking places Lessor is to provide are not to be considered as part of the "leased premises" and shall not be subject to the provisions of paragraph 7 of this lease.

## ADDENDUM 2

**Termination of Prior Lease.** The parties previously entered into that certain Lease Agreement for all or a part of the Premises, dated December 1, 2014 (the "Prior Lease"). The parties hereby agree that the Prior Lease shall terminate and be of no further force and effect as of 11:59 p.m., June 30, 2016. Notwithstanding the foregoing: (A) Tenant shall remain responsible to Landlord for: (a) any and all rental and other charges due, owing or accruing under the Prior Lease prior to the commencement of the Term of this Lease; (b) its obligations under the Prior Lease which expressly or impliedly survive termination of the Prior Lease; (c) third party claims against Landlord for which Tenant was required to either or both indemnify and hold Landlord harmless pursuant to the Prior Lease and (d) Tenant's introduction of Hazardous Substances or violations of environmental law at or affecting the Premises before the Effective Date of this Lease; (B) Landlord shall remain responsible to Tenant for: (y) its obligations under the Prior Lease which expressly or impliedly survive termination of the Prior Lease; and (z) third party claims against Tenant for which Landlord was required to either or both indemnify and hold Tenant harmless pursuant to the Prior Lease. Further, each party's rights, if any, to audit the records of the other under the Prior Lease shall survive termination of the Prior Lease for as long as provided in the Prior Lease; and (C) the condition to which Tenant shall be required to return the Premises shall be that which existed when delivery of possession was made by Landlord to Tenant under the Prior Lease as to the premises described in the Prior Lease.

Provided, however, nothing in this addendum, nor in the lease dated December 1, 2014 referenced herein, shall be deemed to create, or negate, any provisions of Florida Statute, or law.

Lessee \_\_\_\_\_

Lessor \_\_\_\_\_