

BOARD OF COUNTY COMMISSIONERS

DATE: August 6, 2013

AGENDA ITEM NO. 13

Consent Agenda ☒

Regular Agenda ☐

Public Hearing ☐

County Administrator's Signature

Subject:

Award of Lease—Studio Apartment at St. Pete Beach
Contract No: 123-0240-R (RG)

Department:

Real Estate Management / Purchasing

Staff Member Responsible:

Paul Sacco / Joe Lauro

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) AWARD A CONTRACT FOR THE LEASE OF A STUDIO APARTMENT LOCATED AT ST. PETE BEACH, FLORIDA TO ERIC BENNETT, ST. PETERSBURG, FLORIDA. THE BID IS ON FILE IN THE PURCHASING DEPARTMENT.

I FURTHER RECOMMEND THE CHAIRMAN SIGN THE AGREEMENT AND THE CLERK ATTEST.

Summary Explanation/Background:

This contract is for the annual lease of a County owned studio apartment located at 113 10th Avenue, St. Pete Beach. On April 19, 2013, the Purchasing Department on behalf of the Real Estate Management (REM) Department let an Invitation to Bid for the lease of the apartment. The minimum acceptable bid for this residence was \$759.00 per month. Only one offer was received, from Mr. Eric Bennett, in the amount of \$800.00 per month. REM has reviewed the offer and is now requesting consideration to proceed with the lease agreement.

Upon approval, the lease will be for a twelve (12) month period and shall automatically renew for four (4) successive additional terms of one (1) year unless either party notifies the other in writing thirty (30) days prior to the end of any term of its intent not to renew. The rate will increase five percent each year on the lease anniversary date.

Fiscal Impact/Cost/Revenue Summary:

TOTAL ANNUAL LEASE REVENUE: \$9,600.00

Exhibits/Attachments:

Contract Review
Lease Agreement



**PURCHASING DEPARTMENT
CONTRACT REVIEW TRANSMITTAL**

CATS
NO.: 4188

PROJECT: LEASE OF STUDIO APARTMENT AT ST. PETE BEACH, FLORIDA

BID NUMBER: 123-0240-R (RG)

TYPE: ☐ Purchase Contract ☒ Other: Lease ☐ Construction-Less than \$100,000 ☐ One Time

In accordance with the policy guide for Contract Administration, the attached documents are submitted for review and comment.

Upon completion of review, complete Contract Review Transmittal and forward to next Review Authority listed. Please indicate suggested changes by revising, in RED, the appropriate section of the document reflecting the exact wording of the change.

REVIEW SEQUENCE	REVIEW AUTHORITY	REVIEW DATE	REVIEW SIGNATURE	COMMENTS (Attach Separate page if necessary)	COMMENTS INCORPORATED
1.	<u>Purchasing Dept.</u> J. Lauro, Director C. Mancuso, Ass't. Director R. Garcia, Procurement Analyst			Please respond to highlighted items. RJS	
2.	<u>Requesting Dept.</u> P. Sacco, Real Estate Mgmt Director D. DelMonte, Real Property Div. Mgr Robin Giove	3/15/13 3-15 3/5			

Using Dept please provide below information: Paul Corzic PER

☐ Yes, funding for this requisition is using grant Funding. ☐ No, funding for this requisition is not using grant Funding.

If grant funding is being used you must provide Purchasing with the exact clauses that need to be on attached document.

Please check attached vendor list. Circle vendors you want bids mailed to. Add additional vendors with complete information (Name, Address, Phone and Fax)

3.	<u>Risk Management Director</u> Attn: Virginia E. Holscher (Check applicable box at right)	3/23/13	REN	REN - see pg 13 & agreement See attached p. 14 and changes p5 of agreement	HIGH RISK NOT HIGH RISK
4.	<u>BCC Finance</u> Attn: Cassandra Williams	3/27/13	CBW		
5.	<u>Legal</u> Attn: Michael A. Zas Michelle Wallace	3/28/13 3/28/13	MZ MW	See License Agreement for edits	PG
6.	<u>Asst. County Administrator</u> Attn: M. Woodard	4/1/13		The 1st portion of this packet is related to another unrelated topic.	

RETURN ALL DOCUMENTS TO PURCHASING topic.

→ Is the \$759/no fair market value

Make all inquiries to: Rosa E. Garcia, Procurement Analyst at Extension 43148
In order to meet the following schedule, please return your requirements to Purchasing by: March 25, 2013

TENTATIVE DATES

Bid Mail Out: TBD
Bid Opening: TBD
Purchasing Director Approval: TBD

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2013, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, (hereinafter referred to as "COUNTY"), which terms shall include COUNTY'S designated representative and/or successors in interest, and ERIC BENNETT, (herein referred to as "TENANT"), jointly referred to as the "Parties."

WITNESSETH

WHEREAS, Section 125.01, Florida Statutes, authorizes the Board of County Commissioners of Pinellas County, Florida to provide for and maintain County property; and

WHEREAS, COUNTY operates and maintains a dwelling at 113 10th Avenue, St. Pete Beach, FL 33706 as known as the Beach Cottage; and

WHEREAS, Friends of Gulf Beaches Historical Museum manages and operates the Gulf Beaches Historical Museum on COUNTY owned property located adjacent to the Beach Cottage; and

WHEREAS, TENANT agrees to reside upon the Beach Cottage and provide certain services for the museum.

NOW, THEREFORE, in consideration of the mutual covenants terms and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

1. **PREMISES**: COUNTY agrees to provide to TENANT use of a residence, including the dwelling and other improvements located at 113 10th Avenue, Saint Pete Beach, FL 33706, hereinafter and further described in Exhibit "A" attached hereto ("Premises"). The Premises, subject to COUNTY approval, shall not be occupied by more than two (2) individuals ("co-residents"). TENANT agrees to accept the Premises in "as is" condition, and acknowledges that COUNTY makes no warranty, implied or expressed, as to the condition, safety, or nature of the improvements on the Premises. Further TENANT agrees all co-residents and guests shall respect the boundaries and abide by all codes, ordinances, and policies governing them.

The Gulf Beaches Historical Museum ("Museum") is located, adjacent to the Premise, at 115 10th Avenue, St. Pete Beach, FL 33706 and is further described in Exhibit "A".

2. TERM: This Agreement shall be for a one (1) year term, and shall renew annually for four (4) additional one (1) year terms, commencing July 1, 2013, (hereinafter referred to as "Commencement Date"), unless TENANT notifies the COUNTY in writing thirty (30) days prior to the end of any term of its intent not to renew.

3. TERMINATION: Notwithstanding the annual term herein, COUNTY shall have the right to terminate this Agreement with thirty (30) day notice to TENANT at any time with or without cause. Upon termination of this Agreement, TENANT and co-residents of the Premises shall vacate the Premises in good condition, ordinary wear and tear excepted.

4. RENT: TENANT shall pay rent to COUNTY no later than the fifth (5th) day of each and every month, at \$800.00 per month. The rental rate will increase by five (5%) percent each year on the anniversary of the Commencement Date. The checks for rental or other sums accruing hereunder shall be made payable to Pinellas County Board of County Commissioners.

5. USE: It is understood and agreed between the Parties hereto that TENANT covenants the Premises shall be used and occupied by TENANT as a single family residence, and for no other purpose or purposes. This Agreement is made on the express condition that the Premises shall be used only in conformance with applicable laws and ordinances, and TENANT shall not make nor permit any offensive or unlawful use of Premises. All rights of TENANT hereunder may be terminated by COUNTY in the event that any other use be made thereof.

The Museum may utilize the front yard of the Premises for special events with prior notice to TENANT. The Museum is responsible for cleaning up the event.

6. OBLIGATIONS OF TENANT: At all times during this Agreement, TENANT shall:

A. Be responsible for all conditions created or caused by the negligent or wrongful act or omission of TENANT, a member of TENANT'S family or co-resident, or any other person on the Premises with TENANT'S consent.

B. Keep the Premises clean and sanitary, and maintain and care for the lawn and shrubs.

C. Remove all garbage in a clean and sanitary manner.

D. Keep all plumbing fixtures clean and sanitary.

E. Not destroy, deface, damage, impair, or remove any part of the Premises or property in the Premises belonging to COUNTY, or permit any person to do so.

F. Conduct himself, and require other co-residents or person(s) on the Premises with TENANT'S consent to conduct themselves, in a manner that does not unreasonably disturb neighbors or facility visitors or that constitutes a breach of the peace.

G. Use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances.

H. Not commit waste on the Premises nor maintain, or permit to be maintained, a nuisance on the Premises.

I. Maintain and repair Premises, see Exhibit "C" attached.

J. Providing a home and/or mobile telephone number to appropriate COUNTY officials.

K. Promptly report any suspicious activity or behavior at the Museum to the appropriate law enforcement authorities.

L. Promptly report to COUNTY any unsafe condition or damage to the Museum or Premises.

M. Coordinate with Friends of Gulf Beaches Historical Museum the locking, unlocking and security alarm setting of the Museum on an as needed basis.

N. Notifying COUNTY, in advance, of any absence in excess of 72 hours.

O. Other than emergency related issues, all requests from TENANT about the residence and grounds will be given in writing directly to the COUNTY who will then review the request for reasonable deliberation.

P. Not store any boats or watercraft vehicles without prior written consent from COUNTY.

7. PETS: Household pet(s) may be allowed in the number and type approved in advance by COUNTY. Any pet(s) judged to be a danger or nuisance by the COUNTY shall be removed at TENANT'S expense from the Premises. TENANT shall be liable for and shall repair all damage made by any pet(s) in TENANT'S control or keeping.

8. TAXES: In the event that any ad valorem, rental, sales or similar taxes are levied upon the Premises due to the existence of this Agreement, then TENANT shall pay all such taxes so imposed on the Premises and its improvements.

9. UTILITIES: TENANT agrees to promptly pay all charges for all utilities supplied to the Premises, whether determined by meter or otherwise. If such charges are not so paid, this Agreement may be considered in default as COUNTY elects. COUNTY shall not be liable in any

manner for damages to TENANT'S property, or for any other claim by TENANT, resulting from any interruption in utilities services. Utilities shall be paid by the Parties to this Agreement as described in Exhibit "B".

10. REPAIRS, MAINTENANCE, AND SERVICES: TENANT shall maintain the Premises in good repair and in a clean, neat, orderly, and sanitary condition. TENANT shall take responsibility for maintenance and services as described in Exhibit "C", and take good care of appliances, fixtures, and furnishings as listed in Exhibit "D", both as attached hereto and made a part hereof. Any appliances, fixtures, and furnishings owned by TENANT will be solely TENANT'S responsibility. All County-owned appliances must be maintained and operable at all times.

11. ALTERATIONS, MECHANIC'S LIENS: TENANT will not make any alterations, improvements or additions in or to the Premises, or install any equipment of any kind that will require any alteration of or addition to, or use of the water, heating, air-conditioning or electrical or other building systems or equipment, without the prior written consent and approval of COUNTY. TENANT shall pay all charges for labor, services, and materials used in connection with any approved Tenant improvements and fixtures which shall become the property of COUNTY and remain upon the Premises and be surrendered at the end of Agreement.

12. COVENANT AGAINST LIENS: TENANT shall have no power or authority to create any lien to the Premises or on the building or other improvements thereon, and all materialmen, contractors, artisans, mechanics and laborers and other persons contracting with TENANT with respect to the Premises or any part thereof, are hereby charged with notice that they must look to TENANT to secure payment of any bill for work done or material furnished or for any other purpose during the term of this Agreement.

13. POSSESSION: TENANT shall be granted possession of the Premises immediately upon the Commencement Date and shall be entitled to full use of the Premises.

14. INSURANCE: TENANT must provide a certificate of insurance and endorsement in accordance with the insurance requirements as set forth in Exhibit "E" attached hereto and made a part hereof.

15. LIABILITY OF COUNTY: All property of any kind that may be on the Premises during the continuance of the Agreement shall be at the sole risk of TENANT, and COUNTY shall not

be liable to TENANT or any other person for any injury, loss or damage to property or to any person on said Premises.

16. ASSIGNMENT: TENANT agrees not to assign, sublet, or in any manner transfer the Premises under this Agreement.

17. INDEMNIFICATION: TENANT covenants and agrees that it will indemnify, defend, and hold harmless COUNTY and all of COUNTY'S officers, employees, contractors and subcontractors from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omissions of TENANT, his family, invitees, agents, contractors or subcontractors during the term of this Agreement, and any extensions thereof.

18. DESTRUCTION OF PREMISES: If the Premise is destroyed by fire, storm or other casualty or be so damaged thereby as to become wholly or partially untenable this Agreement shall terminate and the Parties hereto shall be released from any further obligations under this Agreement.

19. HAZARDOUS SUBSTANCES: TENANT shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises, TENANT shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal maintenance use. TENANT shall promptly give COUNTY written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving Premises and any Hazardous Substance or Environmental law of which TENANT has actual knowledge. If TENANT learns or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Premises is necessary, TENANT shall promptly take all necessary remedial actions in accordance with Environmental Law. As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means Federal laws and laws of the jurisdiction where the Premises is located that relate to health, safety and environmental protection.

20. DEFAULT: If TENANT should fail to keep and perform any of the terms, covenants, conditions or provisions in this Agreement to be kept and performed by TENANT then COUNTY, within thirty (30) days of becoming aware of the default, shall notify TENANT of the default and its demand to cure the default. Upon receipt of notice of default, TENANT shall have fifteen (15) days from the date of receipt to cure said default. Upon TENANT fail to cure said default as set forth herein, COUNTY may declare this Agreement terminated and take possession of the Premises as provided by law. TENANT covenants and agrees that upon termination herein, or at such election of the COUNTY, or in any other way, TENANT will surrender and deliver said Premises and property peaceably to COUNTY, their representatives and attorneys, immediately.
21. SIGNS: TENANT agrees that only signs identifying the address and residence will be allowed.
22. SUBROGATION: TENANT hereby waives subrogation rights for loss or damages against COUNTY.
23. WAIVER: One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of subsequent breach of the same covenant or conditions, and consent or approval by COUNTY to or of any act by TENANT requiring COUNTY'S consent or approval shall not be construed a consent or approval to or of any subsequent similar act by TENANT.
24. OBSERVANCE OF LAWS: TENANT agrees to observe and comply with all local, state, and federal laws.
25. ACCESS TO PREMISES: COUNTY shall have the right to enter upon Premises with reasonable notice during normal working hours for the purpose of inspecting, conducting tests, or for making repairs to Premises or to any property owned or controlled by COUNTY therein. Such repairs shall not unduly interfere with TENANT use, except as necessary to make such repairs.
26. SURRENDER: Upon the expiration of the term hereof or sooner termination of this Agreement, TENANT agrees to surrender and yield possession of the Premises to COUNTY, peacefully and without notice, and in good order and condition, broom clean, subject to ordinary wear and tear.

27. NOTICES: Official correspondence, notifications, checks for rental or other sums accruing hereunder, and other documentation required under this Agreement shall be forwarded to the COUNTY at the following address:

Pinellas County Board of County Commissioners
c/o Real Property Division
509 East Ave South
Clearwater, FL 33756

All notices given to TENANT shall be forwarded to the following address:

Eric Bennett
113 10th Avenue
St. Pete Beach, FL 33706

by registered or certified mail, return receipt requested, until COUNTY is notified otherwise in writing.

28. QUIET ENJOYMENT: COUNTY covenants and agrees that upon TENANT performing all of the covenants and conditions herein, TENANT shall and may peaceably have, hold, and enjoy the Premises herein for the term of this Agreement.

29. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from County Public Health Department.

30. ENTIRE AGREEMENT: The Agreement as hereinabove set forth, including all exhibits and riders, if any, incorporates all covenants, promises, agreements, conditions and understandings between the Parties, and no covenant, promise, agreement, condition or understanding, either written or oral, not specifically set forth herein shall be effective to alter the performance or the rights of the Parties as hereinbefore stated.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Lease Agreement the day and year first above written.

ATTEST: Ken Burke
Clerk of Circuit Court

By: _____

Print Name: _____
Deputy Clerk

COUNTY:

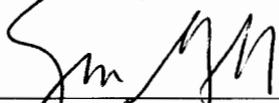
PINELLAS COUNTY, FLORIDA

By and through its Board of County Commissioners

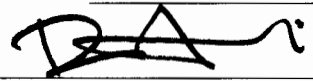
By: _____

Print Name: _____
Chairman

WITNESSES:



Print Name: SEAN GRIFFIN



Print Name: Robin Giove


TENANT:

By: 

Print Name: Eric Bennett

APPROVED AS TO FORM

OFFICE OF THE COUNTY ATTORNEY

By: 

Michael A. Zas

Title: Sr. Asst. County Attorney

EXHIBIT "A" PREMISES & MUSEUM



= Premises



= Museum

EXHIBIT "B"
Utilities

UTILITY	COUNTY'S Responsibility	TENANT'S Responsibility
Electric		X
Water	X	
Sewer / Septic Tank	X	
Garbage	X	
Telephone		X
Cable / Satellite Dish		X

If such charges are not so paid, the Agreement may be considered in default as COUNTY elects. COUNTY shall not be liable in any manner for damages to TENANT'S property, or for any other claim by TENANT, resulting from any interruption in utility services.

EXHIBIT "C"
Maintenance and Services

Maintenance/Services	COUNTY'S Responsibility	TENANT'S Responsibility
AC Filter Replacement		X
Alterations/Renovations*		X
Carpet Cleaning		X
Carpet Replacement		X
Door/Locks		X
Electrical Wiring	X	
Smoke Alarms		X
Fire Extinguishers		X
Flooring		X
Glass Replacement	X	
Grounds Maintenance/Residence		X
HVAC Maintenance/Replacement	X	
Light Bulbs		X
Painting Exterior*		X
Painting Interior*		X
Roof Repairs	X	
Roof Replacement	X	
Window Cleaning		X
Plumbing Repair	X	
Termite/Pest Control		X
Sprinkler		X

*Must be requested in writing for approval by COUNTY.

EXHIBIT “D”
Appliances, Fixtures and Furnishings

Appliances/Fixtures/Furniture	COUNTY’S Responsibility	TENANT’S Responsibility
1) Stove/Oven	X	
2) Dishwasher	X	
3) Refrigerator	X	
4) Hot Water Heater	X	
5) Washer/Dryer	X	
6) Ceiling Fans		X
7) Garbage Disposal	X	
8) Security System		X

EXHIBIT "E"
Insurance Requirements

TENANT must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below prior to recommendation for award. Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of highest responsive, responsible bidder may result in COUNTY to vacate the original determination or recommendation and proceed with recommendation to the second highest, responsive, responsible bidder.

TENANT shall obtain and maintain, at all times during its performance of this Agreement, insurance of the types and in the amounts set forth. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better. Within ten (10) calendar days after TENANT'S receipt of notice of award, TENANT shall provide COUNTY with properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of this Agreement. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph three (3) for Additional Insured shall be attached to the certificate(s).**

This Agreement shall not commence unless and until the required Certificate(s) of Insurance are received and approved by COUNTY. Approval by COUNTY of any Certificate of Insurance does not constitute verification by COUNTY that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of this Agreement. COUNTY reserves the right to require a certified copy of the entire insurance policy, including endorsements, at any time during this Agreement period.

If any insurance provided pursuant to this Agreement expires prior to the expiration of this Agreement, renewal Certificates of Insurance and endorsements shall be furnished by TENANT to COUNTY at least thirty (30) days prior to the expiration date.

TENANT shall also notify COUNTY within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said

TENANT from its insurer. Notice shall be given by certified mail to: Pinellas County Real Property Division, 509 East Avenue South, Clearwater, Florida 33756; and nothing contained herein shall absolve TENANT of this requirement to provide notice.

Should TENANT, at any time, not maintain the insurance coverage required herein, COUNTY may terminate this Agreement, or at its sole discretion may purchase such coverage necessary for the protection of COUNTY and charge TENANT for such purchase. COUNTY shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage purchased or the insurance company or companies used. The decision of COUNTY to purchase such insurance shall in no way be construed to be a waiver of any of its rights under this Agreement.

Each insurance policy shall include the following terms and/or conditions in the policy:

- (1) The Named Insured on the Certificate of Insurance must match the entity's name that responded to the Bid and/or is signing this Agreement with COUNTY.
- (2) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of COUNTY and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.

The insurance requirements for this Agreement, which shall remain in effect throughout its duration, are as follows:

- (A) Personal liability with limits on no less than **\$300,000** each occurrence for personal injury and/or injury including death; and property damage no less than **\$300,000** each occurrence. (Combined Single Limits of no less than **\$300,000** each occurrence will be acceptable). Coverage shall be on an "occurrence" basis. Fire Legal Liability shall be included to limits of **\$100,000**.
- (B) TENANT is solely responsible for their personal property