

BOARD OF COUNTY COMMISSIONERS

DATE: January 14, 2014
AGENDA ITEM NO. 15a.

Consent Agenda ☒

Regular Agenda ☐

Public Hearing ☐

County Administrator's Signature:

Subject:

Approval of Lease Amendment Number One to Lease Number 3376 (Gateway Tract) between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and County.

Department:

Real Estate Management, Lease Management Division
Parks & Conservation Resources

Staff Member Responsible:

Paul S. Sacco, Director *PS*
Paul Cozzie, Director

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOCC) APPROVE THE ATTACHED AMENDMENT NUMBER ONE TO LEASE NUMBER 3376 BETWEEN THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA AND PINELLAS COUNTY.

Summary Explanation/Background:

This Amendment modifies three items within Lease Agreement 3376: 1) to be consistent with the State approved Management Plan submission requirements, the Amendment changes the requirement from every five (5) years to submission every ten (10) years; 2) amends the Insurance Requirements to meet new State requirements on liability limits; and 3) modifies the Notice section to update contact and address information. Modifications one and three are at the County's request to which the State will agree only if modification two is included.

Fiscal Impact/Cost/Revenue Summary:

There is no fiscal impact to the County in the signing of this Amendment.

Exhibits/Attachments Attached:

Contract Review Transmittal


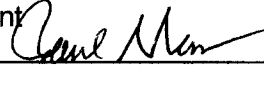

Amendment Number One to Lease 3376

NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIPPROJECT: 1st Amendment to Lease Agreement – Gateway Tract Mgmt. Plan (3376)CONTRACT NO.: 1994-0229 ESTIMATED EXPENDITURE / REVENUE: 0.00
(Circle or underline appropriate choice above.)

In accordance with Contract Administration and its Review Process, the attached documents are submitted for your review and comment.

Please complete this Non-Purchasing Contract Review Transmittal Slip below with your assessment, and **forward to the next Review Authority on the list, skipping any authority marked "N/A."** Indicate suggested changes by noting those in "Comments" column, or by revising, in RED, the appropriate section(s) of the document(s) to reflect the exact wording of the desired change(s).

OTHER SPECIFICS RELATING TO THE CONTRACT: Changes submission of management
plan to State from 5-year to 10-year as prescribed by rule.

REVIEW SEQUENCE	DATE	INITIALS/ SIGNATURE	COMMENTS (IF ANY)	COMMENTS REVIEWED & ADDRESSED OR INCORPORATED ORIGINATOR'S INITIALS & DATE
Real Property Division D. DelMonte	<u>11-12-13</u>			
Real Estate Management P. Sacco	<u>11/12/13</u>			
Parks & Cons. Resources P. Cozzie		<u>SEE CATS</u>		
Risk Mgmt. V. Holscher		<u>SEE CATS</u>		
County Atty M. Zas	<u>11/20/13</u>	<u>M Zas</u>		
County Admin. M. Woodard	<u>11/22/13</u>			

Please return to Jeanne Armstrong by 4/23/2012. All inquiries should be made to Jeanne Armstrong ext. 45323. Thank you.

ATL1

1114.35 Acres

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA

AMENDMENT NUMBER ONE TO LEASE NUMBER 3376

THIS LEASE AMENDMENT is entered into this ____ day of _____, 2013, by and between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR" and PINELLAS COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "LESSEE";

W I T N E S S E T H

WHEREAS, LESSOR, by virtue of Section 253.03, Florida Statutes, holds title to certain lands and property for the use and benefit of the State of Florida; and

WHEREAS, on September 12, 1995, LESSOR and LESSEE entered into Lease Number 3376 (the "lease"); and

WHEREAS, LESSOR and LESSEE desire to amend the lease to revise and replace section numbers 8, 13, and 24 of Lease Number 3376.

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

1. Section 8 of Lease Number 3376 is hereby amended and replaced by the following section:

8. Management Plan: LESSEE shall prepare and submit a Management Plan for the lease premises in accordance with Chapter 18-2 and 18-4, Florida Administrative Code, within 12 months of the effective date of this lease. The Management Plan shall be submitted to LESSOR for approval through the Division of State Lands. The leased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the leased premises without the prior written approval of LESSOR until the Management Plan is approved. LESSEE shall provide LESSOR with an opportunity to participate in all phases of preparing and developing the Management Plan for the leased premises. The Management Plan shall be submitted to LESSOR in draft form for review and comments within ten months of the effective date of this lease. LESSEE shall give LESSOR reasonable notice of the application for receipt of any state, federal or local permits as well as any public hearings or meetings relating to the development or use of the leased premises. LESSEE shall not proceed with development of said

leased premises including, but not limited to, funding, permit applications, design or building contracts until the Management Plan required herein has been submitted and approved. Any financial commitments made by LESSEE which are not in compliance with the terms of this lease shall be done at the LESSEE's own risk. The Management Plan shall emphasize the original management concept as approved by LESSOR at the time of acquisition which established the primary public purpose for which the leased premises were acquired. The approved Management Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by LESSEE and LESSOR at least every ten (10) years. LESSEE shall not use or alter the leased premises except as provided for in the approved Management Plan without the prior written approval of LESSOR. The Management Plan prepared under this lease shall identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Management Plan.

2. Section 13 of Lease Number 3376 is hereby amended and replaced by the following section:

13. Insurance Requirements: During the term of this lease LESSEE shall procure and maintain policies of fire, extended risk, and liability insurance coverage. The extended risk and fire insurance coverage shall be in an amount equal to the full insurable replacement value of any improvements or fixtures located on the leased premises. The liability insurance coverage shall be in amounts not less than \$200,000.00 per occurrence and \$300,000.00 per accident for personal injury, death, and property damage on the leased premise. Such policies of insurance shall name LESSOR, the State of Florida and LESSEE as co-insureds. LESSEE shall submit written evidence of having all insurance policies required herein prior to the effective date of this lease and shall submit annually thereafter, written evidence of maintaining such insurance to the Bureau of Land Management Services, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399. LESSEE shall purchase all policies of insurance from a financially-responsible insurer duly authorized to do business in the State of Florida. In the alternative, LESSEE may elect to be self-insured pursuant to Section 768.28, Florida Statute, and shall provide written evidence of self-insurance to LESSOR. LESSEE'S self-insurance shall provide for casualty and liability coverage. LESSEE shall immediately notify LESSOR and the insurer of any erection or removal of any building or other improvement on the leased premises and any changes affecting the value of any

improvements and shall request the insurer to make adequate changes in the coverage to reflect the changes in value. LESSEE shall be financially responsible for any loss due to failure to obtain adequate insurance coverage, and failure to maintain such policies or certificate in the amounts set fourth shall constitute a breach of this lease.

3. Section 24 of Lease Number 3376 is hereby amended and replaced by the following section:

24. Notice: All notices given under this lease shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to 253.04, Florida Statutes, to the last address of the party to whom notices is to be given, as designated by such party in writing. LESSOR and LESSEE hereby designate their address as follows:

LESSOR: Division of State Lands
Bureau of Land Management Services
3900 Commonwealth Boulevard
Tallahassee, Florida 32399

LESSEE: Pinellas County Real Estate Management
Real Property Division
509 East Avenue South
Clearwater, Florida 33756

4. It is understood and agreed by LESSOR and LESSEE that in each and every respect the terms of Lease Number 3376, except as amended, shall remain unchanged and in full force and effect and the same are hereby ratified, approved and confirmed by LESSOR and LESSEE as of the date of this amendment.

5. It is understood and agreed by LESSOR and LESSEE that this Amendment Number One to Lease Number 3376 is hereby binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties have caused this lease amendment to be executed on the day and year first above written.

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE
STATE OF FLORIDA

Witness

Print/Type Witness Name

Witness

Print/Type Witness Name

STATE OF FLORIDA
COUNTY OF LEON

By: _____ (SEAL)

CHERYL C. McCALL, CHIEF,
BUREAU OF PUBLIC LAND
ADMINISTRATION, DIVISION OF
STATE LANDS, STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL
PROTECTION

"LESSOR"

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

Approved as to Form and Legality

By: _____
DEP Attorney

Pinellas County Board of County
Commissioners

Witness

By: _____

Kenneth T. Welch, Chairman

Print/Type Witness Name

Witness

"LESSEE"

Print/Type Witness Name

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by Kenneth T. Welch, as Chairman, on behalf of the Board of County Commissioners of Pinellas County, Florida. He is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

**APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY**

By M2as
Attorney