



BOARD OF COUNTY COMMISSIONERS

DATE: December 18, 2007
AGENDA ITEM NO. 14.

Consent Agenda Regular Agenda Public Hearing

County Administrator's Signature *[Handwritten Signature]*

Subject:

Award of Bid - Lease of Office Space at 501-1st Avenue North, Suite 403
Contract No. 067-0685-R (DM)

Department: Facility Management / Purchasing
Staff Member Responsible: Paul Sacco / Joe Lauro

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) AWARD THE BID FOR LEASE OF OFFICE SPACE - 501 1ST AVENUE NORTH, SUITE 403, ST. PETERSBURG, FL, **TO** THE LAW OFFICE OF WILLIAM H. WALKER, CHARTERED, ST. PETERSBURG, FLORIDA, ON THE BASIS OF BEING THE ONLY BID RECEIVED. THE BID IS ON FILE IN THE PURCHASING DEPARTMENT.

IT IS FURTHER RECOMMENDED THE CHAIRMAN SIGN THE AGREEMENT AND THE CLERK ATTEST.

THE BOARD AFFIRMATIVELY:

1. RECOGNIZES ITS LEASING PROCEDURES, WHICH HAVE BEEN COMPLIED WITH, INCLUDING THE REQUIREMENT TO ADVERTISE THE AVAILABILITY OF THE PROPERTY, BUT WAIVES THE REQUEST FOR AUTHORITY TO ADVERTISE REQUIRED UNDER 8.2.3 OF THE REAL ESTATE PROCEDURES (8-2001);
2. DECLARES THE PROPERTY SURPLUS;
3. ACKNOWLEDGES THE MINIMUM BID BY THE LAW OFFICE OF WILLIAM H. WALKER, CHARTERED; AND
4. APPROVES THE LEASE AGREEMENT.

Summary Explanation/Background:

On November 8, 2007, the Purchasing Department on behalf of Facility Management/Lease Management Division let a bid for Lease of Office space located in the County Building in downtown St. Petersburg at 501 1st Avenue North, Suite 403, St. Petersburg, Florida.

This is a one (1) year lease commencing on January 1, 2008, ending December 31, 2008. The lease may be renewed for four (4) additional one-year terms. Each year's lease renewal and any subsequently exercised renewal period shall be subject to a fixed rental rate increase of four percent (4%).

Fiscal Impact/Cost/Revenue Summary:

TOTAL ANNUAL LEASE REVENUE: \$19,800.00

Exhibits/Attachments Attached:

1. Contract Review
2. Agreement
3. Tabulation



**PURCHASING DEPARTMENT
CONTRACT REVIEW TRANSMITTAL SLIP**

CATS
NO.:

22721

SUITE

PROJECT: LEASE OF OFFICE SPACE AT 501 1ST AVE NORTH, SUITE 403

BID NUMBER: 067-0685-R (DM) REQ. NUMBER:

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

In accordance with Contract Administration and its Review Process, the attached documents are submitted for your review and comment. Please complete this Purchasing Contract Review Transmittal Slip below with your assessment and forward to the next Review Authority on the list. Indicate suggested changes by noting those in "Comments" column, or by revising, in RED, the appropriate section(s) of the document(s) reflecting the exact wording of the desired change(s).

RISK MANAGEMENT: Please enter required liability coverage on pages: 9 **\$19,800** PRODUCT ONLY ~~Correct~~
 This is an annual/semi-annual/one-time requirement contract. Estimated Revenue: ~~\$19,790.56~~ ~~\$17,800.00~~ **\$19,798.50**
(circle or underline choice above)

REVIEW SEQUENCE	REVIEW AUTHORITY	REVIEW DATE	REVIEW SIGNATURE	COMMENTS (Attach Separate page if necessary)	COMMENTS INCORPORATED
1.	Purchasing Dept. Dorothy Milton, CPPB	<u>8/6/07</u> 8/6	<i>[Signature]</i>	See attached Bidder list	
2.	Using Department Director: Dave Delmonte, Lease Management Division	<u>8/20/07</u> 8/21/07	<i>[Signature]</i>		<i>P 9/20/07</i>

Using Dept.: please check attached vendor list. Circle vendors to whom you want bids mailed. Add additional vendors with complete information (Name, Address, Phone, Fax, Email).

3.	Risk Management Attn: Loretta Hunter <small>(Check applicable box at right)</small>	<u>8/31/07</u>	<i>[Signature]</i>		HIGH RISK <input checked="" type="checkbox"/> NOT HIGH RISK
4.	BCC Finance Attn: Cassandra Williams	<u>9/5/07</u>	<i>CBW</i>		
5.	Asst. County Administrator Attn: N/A				
6.	Asst. County Administrator Attn: Mark Woodard	<u>9/10/07</u>	<i>[Signature]</i>		
7.	Legal Attn: Michelle Wallace	<u>9/13/07</u>	<i>MW</i>	Will Lease Mgmt be doing the lease?	

****RETURN ALL DOCUMENTS TO PURCHASING****

Make all inquiries to: Dorothy Milton, CPPB, Procurement Analyst at Extension 43152
 In order to meet the following schedule, please return your requirements to Purchasing by: 08/17/07

TENTATIVE DATES
Legal Ad-BID/RFP Mail Out: 08/24/07
BID/RFP Opening: 09/20/07
Board/County Admin/Purchasing Director Approval: 11/16/07

This is the original CRT cover

TABLE OF CONTENTS

LANDLORD: PINELLAS COUNTY

TENANT: The Law Office of William H. Walker, Chartered

Lease Number: 2007-0037

1.	PREMISES	1
2.	TERM AND RENTAL	1
3.	USE	1
4.	TAXES	2
5.	UTILITIES	2
6.	MAINTENANCE AND SERVICES	3
7.	INSURANCE	3
8.	LIABILITY OF COUNTY	4
9.	ASSIGNMENT AND SUBLETTING	5
10.	ALTERATIONS, CONSTRUCTION LIENS	5
11.	COVENANT AGAINST LIENS	6
12.	POSSESSION	6
13.	INDEMNIFICATION	6
14.	CONDEMNATION	6
15.	DESTRUCTION OF PREMISES	7
16.	DEFAULT	7
17.	SIGNS	8
18.	WAIVER	8
19.	OBSERVANCE OF LAWS	9
20.	ACCESS TO PREMISES	9
21.	RELATIONSHIP OF PARTIES; CONSTRUCTION OF LEASE	9
22.	SURRENDER AT END OF TERM	9
23.	NOTICES	10
24.	QUIET ENJOYMENT	10
25.	SUCCESSORS AND ASSIGNS	10
26.	PUBLIC ENTITY CRIME ACT	11
27.	RADON GAS	11
28.	FISCAL FUNDING	11
29.	HAZARDOUS SUBSTANCES	11
30.	PARKING	12
31.	ENTIRE AGREEMENT	13

501 BUILDING LEASE AGREEMENT

THIS LEASE AGREEMENT made this ____ day of _____, 2007, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "LANDLORD," "COUNTY" or "County," which terms shall include COUNTY'S designated agent(s) and/or successors in interest, and **The Law Office of William H. Walker, Chartered**, hereinafter referred to as "TENANT."

WITNESSETH:

1. PREMISES

In consideration of the rent hereinafter agreed to be paid by the TENANT to the COUNTY, and in consideration of the covenants of the respective parties hereto, each to the other to be performed by them at the time and in the manner hereinafter provided, the COUNTY does hereby lease and let unto the TENANT, and the TENANT does hereby lease from the COUNTY those certain Premises situated in Pinellas County, Florida, consisting of 1,182 square feet of office space located at 501 First Avenue North, Suite 403, St. Petersburg, Florida.

2. TERM AND RENTAL

This is a one (1) year Lease commencing on January 1, 2008, ending December 31, 2008. The monthly rental rate shall be \$1,650.00 plus any applicable sales and use taxes, which may occur during the term. Payment shall be due and payable on the first day of each month without notice. Each year's Lease renewal and any subsequently exercised renewal periods shall be subject to a fixed rental rate increase of four (4) percent.

The Lease may be renewed for four (4) additional one-year terms, provided the TENANT notifies the LANDLORD in writing, not less than 120 days prior to the end of any rental term. This Lease may be terminated at any time during the renewal terms by COUNTY or TENANT with 120 days written notice to the other.

3. USE

It is understood and agreed between the parties hereto and TENANT covenants that said Premises during the continuance of the Lease shall be used and occupied as a law office

and for no other purpose or purposes, without the written consent of the COUNTY, and the TENANT agrees to cause the leased Premises to be operated for such use during the entire term of this Lease, unless prevented from doing so by causes beyond TENANT'S control, and to conduct its business at all times in a reputable manner. This Lease is made on the express condition that the Premises shall be used only in conformance with the applicable laws and ordinances. TENANT shall not make or permit any offensive or unlawful use of said Premises. All rights of TENANT hereunder may be terminated by the COUNTY in the event that any other use be made thereof. TENANT agrees to abide by the terms and conditions of the LANDLORD'S building policies, as contained in the 501 Building Tenant Handbook, as it may be reasonably amended from time to time.

The TENANT shall not allow the Premises to be used for activities which are prohibited in all COUNTY-owned or COUNTY-occupied buildings or land under the provisions of Federal, State, or local laws, rule, regulations, or ordinances. By way of illustration and not limitation, State law prohibits the use of COUNTY-occupied buildings or land for political fundraisers see §106.15(40), Florida Statutes, and Federal and State law prohibits use of COUNTY-occupied buildings or land for any implied promotion of a religion. No alcoholic beverages will be allowed in the Building in accordance with Pinellas County Ordinance No. 00-42.

4. TAXES

In the event that any ad valorem, rental, sales or similar taxes are levied upon the leased Premises due to the existence of this Lease, then TENANT shall pay all such taxes so imposed.

5. UTILITIES

LANDLORD will pay for water, electric, sewer, and garbage services to the Premises. The TENANT will pay for telecommunications expenses and installation for the Premises. Normal business hours for the 501 Building are defined in the 501 Tenant Handbook. After-hours HVAC services are available to TENANT at a charge of \$50.00 per hour. TENANT must give LANDLORD twenty-four (24) hours notice of such request. Such notice must be in writing and delivered to the on-site Facility Management Division, Suite A-117, at the 501 Building.

6. MAINTENANCE AND SERVICES

The TENANT shall maintain the leased Premises in a clean, neat, orderly, and sanitary condition. LANDLORD shall be responsible for all maintenance except that which is required as a result of TENANT'S acts of negligence. LANDLORD will provide janitorial services and other building services per the 501 Tenant Handbook.

The LANDLORD shall be responsible for the performance of structural repairs and replacements, including outer walls, foundation, roof, buried conduits, but only if such repairs and replacements are not determined to be the result of action of the TENANT, its agents, employees, invitees, licensees, customers or its clients. The TENANT shall provide the COUNTY with prompt written notice of any structural defects, maintenance requests, or the need of the aforementioned structural repairs or replacements. TENANT shall be responsible for any such repairs described in this paragraph if caused by or resulting from the actions or negligence of TENANT, its agents, employees, invitees, licensees, customers or its clients.

In the event COUNTY pays any monies required to be paid by TENANT hereunder, COUNTY shall demand repayment of same from TENANT within ten (10) days of payment and TENANT shall make such payment within ten (10) days of receipt of said demand. TENANT'S failure to timely reimburse shall be deemed a breach of this Lease.

7. INSURANCE

TENANT shall procure, pay for and maintain during the term of the Lease insurance as required herein:

A. Comprehensive General Liability including, but not limited to, independent contractor, contractual, Premises/Operations, Products/Completed Operations, Host Liquor Liability (if applicable), and Personal Injury covering liability assumed under indemnification provisions of this Lease, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$1,000,000, each occurrence; and property damage of not less than \$1,000,000, each occurrence. (Combined single limits of not less than \$1,000,000, each occurrence, will be acceptable.) Coverage shall be on an "occurrence" basis. Fire Legal Liability shall be included to limits of \$100,000. This insurance may be provided through one (1) primary policy, or through use of a primary and an excess umbrella in follow form to reach the total required limits.

B. Workers' Compensation in at least the limits required by Florida law,

and Employers' Liability, where applicable, of not less than \$100,000.

C. TENANT shall carry fire and other insurance insuring its interest in TENANT'S improvements in Premises, and its interest in its office furniture, equipment, supplies and other personal property, in an amount equal to but not less than ninety percent (90%) of the full insurable value thereof, written by a good and solvent insurance company qualified to do business in the State of Florida, naming TENANT as the insured. The original policies or certificates thereof, together with evidence of payment therefore, shall be delivered to LANDLORD prior to the Commencement Date. TENANT shall renew said policy not less than thirty (30) days prior to the expiration date thereof from time to time and furnish said renewals and evidence of payment therefore to LANDLORD. Each such policy shall be non-cancelable for any cause and not be materially changed without first giving LANDLORD thirty (30) days prior written notice. TENANT hereby waives any rights of action against LANDLORD for loss or damage to its improvements, fixtures and personal property in Premises.

D. A Certificate of Insurance shall be filed within five (5) days from the commencement date to the Lease Management Division, 201 Rogers St., Clearwater, Florida 33756 and annually thereafter. TENANT shall notify the COUNTY within forty-eight (48) hours after receipt of any notice of expiration, cancellation, non-renewal or material change in coverage. Companies issuing the insurance policy, or policies, shall have no recourse against COUNTY for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of TENANT. Pinellas County Board of County Commissioners shall be endorsed to the required policy or policies as an additional insured, except for Workers' Compensation. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by COUNTY, to any such future coverage, or to COUNTY'S Self-Insured Retentions of whatever nature.

8. LIABILITY OF COUNTY

All property of any kind that may be on the Premises during the continuance of the Lease 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.

9. ASSIGNMENT AND SUBLETTING

The TENANT further agrees not to assign or in any manner transfer this Lease or any estate or interest therein without the previous written consent of the COUNTY, and not to sublet said Premises or any part or parts thereof or allow anyone to come in with, through or under it without like consent; provided, however, TENANT may assign this Lease to a successor by merger, to an entity that acquires substantially all of TENANT'S assets, or to an affiliate that controls, is controlled by, or is under common control with TENANT without COUNTY'S consent. Such consent is at the sole discretion of COUNTY. Consent by the COUNTY to one or more assignments of this Lease or to one or more subletting of said Premises shall not operate as a waiver of COUNTY'S rights under this section.

10. ALTERATIONS, CONSTRUCTION LIENS

A. TENANT will not make any structural modifications, alterations, improvements or additions in or to the Premises, or install any equipment of any kind that will require any alteration or addition to, or use of the water, heating, air-conditioning or electrical or other building systems or equipment, without the prior written consent of COUNTY. TENANT shall pay for all charges for labor, services, and materials used in connection with any improvements or repairs to the leased Premises undertaken by TENANT. All such additions, improvements and fixtures, except movable office furniture, shall become the property of COUNTY and remain upon the Premises and be surrendered at the end of the Lease. TENANT shall be allowed the right to remove improvements installed by TENANT with the prior written consent of COUNTY, provided any damage caused thereby is repaired by TENANT at TENANT'S expense.

B. TENANT shall promptly pay for all charges for labor, services and materials used in connection with any improvements or repairs to the leased Premises undertaken by TENANT. Any mechanics liens against the Premises, TENANT'S leasehold, or the land and building arising out of work performed by or for TENANT are hereby expressly prohibited and in the event of the filing of any Claim of Lien, TENANT shall promptly satisfy same or transfer it to a bond; and TENANT shall in any event protect COUNTY'S interest in underlying real estate and shall hold COUNTY harmless against any such claims.

11. COVENANT AGAINST LIENS

TENANT shall have no power or authority to create any lien or permit any lien to attach to the present estate, reversion or other estate of COUNTY in the Premises herein demised 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 demised 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 Lease.

12. POSSESSION

TENANT shall be granted possession of the Premises immediately upon the commencement date of this Lease and shall be entitled to full use of said Premises. All terms and conditions set forth herein shall immediately commence upon the signing of this Lease by all parties.

13. INDEMNIFICATION

TENANT covenants and agrees that it will indemnify 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 omission by TENANT, its officers, employees, agents, contractors, or subcontractors, including Worker's Compensation coverage pursuant to Florida law, during the performance of this Lease, and any extensions thereof, whether direct or indirect, and whether to any person or property to which COUNTY or said parties may be subject including COUNTY'S costs and attorneys fees incurred in defending such claims, except that neither TENANT nor any of its officers, agents, employees, contractors or subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of COUNTY or any of its officers or employees. This indemnification shall survive the termination of this Lease.

14. CONDEMNATION

If the whole or any part of the Premises hereby leased shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease on the part so taken from the day the possession of that part shall be required for any public purpose,

and the rent shall be paid up to that day, and if such portion of the demised Premises is so taken as to destroy the usefulness of the Premises for the purpose for which the Premises were leased, then, from that day the TENANT shall have the right either to terminate this Lease and declare the same null and void or to continue in the possession of the remainder of the same under the terms herein provided, except that the base rent shall be reduced in proportion to the amount of the Premises taken. If the TENANT shall fail to terminate this Lease as aforesaid within thirty (30) days after notice of said taking, said failure shall be regarded as a waiver of its right to cancel, whereupon this Lease shall continue for the then balance of the term. If TENANT exercises its right to cancel, all advance rent paid by the TENANT shall be adjusted to the date of said taking. If TENANT fails to exercise its right to cancel, TENANT shall, at its own cost and expense, make the repairs made necessary resulting from said partial taking.

The parties agree that TENANT shall receive notice of the commencement of condemnation proceedings within thirty (30) days of COUNTY'S notice of their initiation if commenced by a third party, or within thirty (30) days of their initiation if commenced by COUNTY.

15. DESTRUCTION OF PREMISES

If the demised Premises shall, without fault of TENANT, be destroyed by fire, storm, or other casualty or be so damaged thereby as to become wholly or partially untenable, COUNTY may, by written notice delivered to TENANT within thirty (30) days after such destruction or damage, elect to rebuild or repair. In such event, this Lease shall remain in force, and COUNTY shall rebuild or repair the Premises within a reasonable time after such election, putting the Premises in as good condition as they were at the time immediately prior to the destruction or damage. For that purpose, COUNTY may enter the Premises, and rent shall abate during the time the Premises are untenable. If COUNTY elects not to restore or rebuild, TENANT may terminate this Lease. If either party so elects, this Lease shall terminate effective the date of said destruction.

16. DEFAULT

If the TENANT should fail to keep and perform any of the terms, covenants, conditions or provisions in this Lease contained to be kept and performed by the TENANT, then within fifteen (15) days of the COUNTY becoming aware of the occurrence of the

default, COUNTY shall notify TENANT of the default and its demand to cure the default. Upon receipt of notice, TENANT shall have fifteen (15) days from the date of receipt to cure said default or to commence or take such steps as are necessary to cure such default, which once commenced the TENANT agrees and shall pursue continuously until the default is finally cured. Upon TENANT'S failure to either cure said default or to take steps that are necessary to cure said default, it may be lawful for the COUNTY to declare said demised term ended and to re-enter upon the demised Premises and to retake possession of the said leased Premises by process of law, or the COUNTY may have such other remedy as the law and this instrument afford. The TENANT covenants and agrees that upon termination of the said demised term, at such election of the COUNTY, or in any other way, it, the TENANT, will surrender and deliver up said Premises and property peaceably to the COUNTY, their agents and attorneys immediately upon the termination of the said demised term.

In the event TENANT defaults as set out above or elsewhere in this Lease, all payments of rent, additional rent, or of any other monies due from TENANT during the term of this Lease or any extension thereof, shall, at the option of the COUNTY, become immediately due and payable in full. COUNTY may re-enter the Premises using such force for that purpose as may be necessary without being liable to any prosecution therefore, and COUNTY may repair or alter the Premises in such manner as COUNTY may deem necessary or advisable to re-let the Premises. Should COUNTY need to pursue any of its remedies, COUNTY shall be entitled to recover damages, including costs and attorneys fees. Failure to elect any of the available remedies upon the occurrence of any default shall not operate as a waiver of any future election of remedies.

17. SIGNS

TENANT agrees that any signs or advertising, including awnings, to be used in connection with the leased Premises must have COUNTY'S written approval before installation.

18. WAIVER

One or more waivers of any covenant or condition by the COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant or conditions, and the consent or approval by the COUNTY to or of any act by the TENANT requiring the

COUNTY'S consent or approval shall not be construed a consent or approval to or of any subsequent similar act by the TENANT.

19. OBSERVANCE OF LAWS

TENANT agrees to observe, comply with and execute promptly at its expense during the term hereof, all laws, rules, requirements, orders, directives, codes, ordinances and regulations of any and all governmental authorities or agencies, of all municipal departments, bureaus, boards and officials, of all County, State, and Federal boards and agencies, and of insurance carriers, due to this use or occupancy of the demised Premises. All additions, alterations, installations, partitions, or changes shall be in full compliance with the aforementioned authorities.

20. ACCESS TO PREMISES

The COUNTY shall have the right to enter upon the leased Premises at all reasonable hours with reasonable notice for the purpose of inspecting or conducting tests upon the same or for making repairs to the demised Premises or to any property owned or controlled by the COUNTY therein. Such repairs shall not unduly interfere with TENANT'S business, except as is naturally necessitated by the nature of the repairs being effected.

21. RELATIONSHIP OF PARTIES; CONSTRUCTION OF LEASE

Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of LANDLORD and TENANT. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, as appropriate.

This contract shall be governed by the laws of the State of Florida. Any changes in the applicable laws which govern this Lease will necessitate a change in Lease terms and conditions which may be affected thereby, at the time such changes may arise.

22. SURRENDER AT END OF TERM

Upon the expiration of the term hereof or sooner termination of this Lease, TENANT

agrees to surrender and yield possession of the demised Premises to the COUNTY, peacefully and without notice, and in good order and condition, broom clean condition, but subject to ordinary wear and reasonable use thereof, and subject to such damage or destruction or condition as TENANT is not required to restore or remedy under other terms and conditions of this Lease.

23. NOTICES

The checks for rental or other sums accruing hereunder shall be forwarded to the COUNTY at the following address:

Lease Management Division
ATTN: Lease Management Manager
201 Rogers Street
Clearwater, FL 33756

until TENANT is notified otherwise in writing; and all notices given to the COUNTY hereunder shall be forwarded to the COUNTY at the foregoing address, by registered or certified mail, return receipt requested. All notices given to the TENANT hereunder shall be forwarded to TENANT at the following address:

The Law Office of William H. Walker, Chartered
501 First Avenue N., Suite 403
St. Petersburg, FL 33701

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

24. QUIET ENJOYMENT

The COUNTY covenants and agrees that upon TENANT paying said rent and performing all of the covenants and conditions aforesaid on TENANT'S part to be observed and performed, the TENANT shall and may peaceably and quietly have, hold and enjoy the Premises hereby demised for the term aforesaid. TENANT shall have access to suite 24 hours per day, 7 days per week.

25. SUCCESSORS AND ASSIGNS

The covenants, provisions and agreements herein contained shall in every case be binding upon and inure to the benefit of the parties hereto respectively and their respective

heirs, executors, administrators, successors and assigns, as applicable, except that the right of the TENANT to assign TENANT'S interest under this Lease is and shall be subject to the provisions of Section 9, which provision it is not intended to waive, qualify or alter in any manner whatsoever by this clause or any other clause herein referring to assigns.

26. PUBLIC ENTITY CRIME ACT

The TENANT is directed to the Florida Public Entity Crime Act, Section 287.133, Florida Statutes, as amended from time to time, and the County's requirement that the TENANT comply with it in all respects prior to and during the term of this Lease.

27. 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 the County Health Department.

28. FISCAL FUNDING

In the event funds are not appropriated by the COUNTY in any succeeding fiscal year for purposes described herein, then this Lease shall be deemed to terminate at the expiration of the last fiscal year for which funds were appropriated and expended.

29. 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 the 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 or environmental protection.

30. PARKING

LANDLORD shall provide and maintain parking facilities adjacent to the Building for the purpose of accommodating TENANT and its employees. LANDLORD reserves the right to control the method, manner, time of parking, and number of parking spaces provided, however TENANT shall be entitled to two (2) garage parking spaces at no charge to TENANT. Additional spaces may be reserved at market rate plus applicable sales tax for the initial term and the extension term on a space available basis. TENANT'S guests, customers, patrons, and invitees may use the parking lot located on the southwest corner of 1st Avenue and 5th Street, N., St. Petersburg, FL.

31. ENTIRE AGREEMENT

The Lease 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

COUNTY:
PINELLAS COUNTY, FLORIDA
By and through its Board of County Commissioners

By: _____
Print Name: _____
Print Title: _____

By: _____

(SEAL)

WITNESS:

Joyce Nelle
Print Name: Joyce Nelle
Print Title: _____

THE LAW OFFICE OF
TENANT: WILLIAM H. WALKER, CHARTERED
By: William H. Walker
Print Name: William H. Walker, Esq.
Print Title: President
(SEAL)

Approved as to Form
Office of County Attorney

By: M. Zas
Title: Assistant County Attorney

TABULATION OF BID

BID TITLE: Lease of Office Space at 501-1st Avenue North, Suite 403

BID NO. 067-0685-R (DM)

VENDOR	BID AMOUNT
The Law office of William H. Walker, Chartered	\$1,650.00 per month