

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this ____ day of _____, 2014, by and between the CITY OF CLEARWATER, a Florida Municipality, herein called the "Lessor," and the INTERCULTURAL ADVOCACY INSTITUTE, INC., a Florida Corporation non-profit, herein called the "Lessee."

This agreement represents the whole and entire agreement between Lessor and Lessee and the following articles and sections are herein incorporated:

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ARTICLE I. TITLE

The title of this lease is the InterCultural Advocacy Institute (ICAI) lease.

ARTICLE II. TERM

The term of this lease shall be for a period commencing on the first day of November 1, 2014 and continuing through the 31st day of October, 2017 (the **Termination Date**), unless earlier terminated under the terms of this agreement.

ARTICLE III. LEASEHOLD

The Lessor leases to the Lessee the following described property, including all improvements thereon, located in Pinellas County, Florida, to wit:

A parcel of land being the West 24.7 feet of Lot 13, all of Lot 14 and the East 8 feet of Lot 15, Block 7, MAGNOLIA PARK SUBDIVISION, according to the plat thereof, recorded in Plat Book 3, Page 43, Public Records of Pinellas County, Florida;

AND

The East 25.3 feet of Lot 13 and the West 10 feet of Lot 12, all in Block 7, MAGNOLIA PARK SUBDIVISION, according to the plat thereof as recorded in Plat Book 3, Page 43, Public Records of Pinellas County, Florida, (ALSO KNOWN AS 612 Franklin Street, Clearwater, Florida.)

ARTICLE IV. RIGHTS AND RESPONSIBILITIES

Section 1. Use of Premises.

- a) Lessee shall use the leased premises for implementation of a Hispanic Community Services Center, to be known as "Centro Apoyo Hispano" (Hispanic Outreach Center (HOC)). However, during an emergency, the Lessor shall have the exclusive right to utilize the kitchen facilities at the HOC.
- b) The Lessee is authorized and agrees to provide the following services and/or make the leased premises available for the following listed activities:

Providing office space for the Lessor's Police Department's HOC officer. This police officer serves as the primary liaison between the Clearwater Police Department (CPD) and the Hispanic community and is

responsible for organizing and implementing the Police Department's Hispanic Outreach Program.

Providing interpreter and victim advocacy services at the HOC when requested by CPD.

Referring both victims and witnesses to CPD.

Moderating, planning, and organizing community meetings with CPD.

Hosting the Mexican Consulate with the HOC Officer as needed.

Referring individuals to civil court or other non-profits for assistance.

Acting as a liaison for Hispanic individuals who are less than trustful of law enforcement agencies.

Handling domestic injunctions and referrals.

Providing training and consultation on topics such as Human Trafficking, police-minority relations, and cultural integration

Collaborating with community organizations such as the Mexican Council of Tampa Bay, Suncoast Center, Girl Scouts of West Central Florida, Gulfcoast Legal Services, and others, to provide on-site services for the Hispanic community.

Managing the Hispanic Leadership Council, of which the City of Clearwater and the CPD are members, to enhance services and access for the Hispanic community.

Providing other advocacy or intervention services. These services will respond to the needs of the Hispanic community and may include health matters, legal issues, and other concerns identified by the Hispanic community, the Lessee, or CPD.

Coordinating ESOL classes. The Lessee will coordinate the provision of English For Speakers of Other Languages (ESOL) classes at the HOC.

Providing a multi-purpose training room. The lessee will provide space to be jointly used by the Lessee and Lessor and other parties as coordinated by the Lessee.

Administering youth services. Lessee will administer various Youth Programs targeted toward at-risk youth from Hispanic and other ethnic or language groups. These programs will focus on risk reduction and the development of individual and leadership skills needed in adulthood.

c) The Lessee is further authorized to make a reasonable charge or charges to the approved group(s) using the premises, said charges to be authorized by the City Manager or his designee and used to defray the cost of maintaining the premises.

d) Lessee covenants and agrees to make no unlawful, improper or offensive use of the leased premises. At the termination of this lease, Lessee agrees to return the premises to the Lessor in as good condition as at the

effective date of this agreement, subject only to normal wear and tear.

Section 2. Designated Parking Area.

Lessee understands and agrees that the primary parking area for its guests is the designated parking area located on the east side of the structure located on the premises. The primary parking area for Lessee's staff is the top level of the MSB Garage at 640 Pierce Street.

Section 3. Annual Report Required.

The Lessee agrees to submit an annual report to the City Manager, not later than January 31st of each calendar year, summarizing the use and services rendered by the lessee while occupying the leased premises.

Section 4. Maintenance of Premises.

The Lessee shall properly maintain the leasehold in a clean and orderly condition. The Lessee shall be responsible for maintenance of the interior of the structures, including HVAC systems, interior electrical and plumbing systems, and playground located at the premises. The Lessor shall be responsible for maintenance of the exterior of the building and grounds at the premises such as lawn mowing, landscaping, painting, lighting, roof repairs, and other exterior maintenance caused by normal use and weather exposure. In the event that any single item of maintenance or repair exceeds \$5,000, the Lessee or Lessor may terminate this lease on thirty days written notice to the other party to this lease.

Section 5. Repairs and Improvements.

- a) Lessee may make whatever repairs, alterations and improvements to the premises it deems necessary, providing that the Lessor first agrees in writing to any such actions to repair, alter or improve the premises. If the property's physical condition falls into a state of disrepair in the opinion of the City Building Official, the Lessor may terminate this Agreement upon fifteen (15) days written notice.
- b) Repairs, alterations or improvements attached to the premises shall become the property of Lessor upon the termination or expiration of this lease or any extension hereof unless otherwise indicated by Lessor.

Section 6. Utilities.

Lessee shall pay all bills for electrical and utility services before such bills become delinquent.

Section 7. Quiet Enjoyment.

Upon payment the rents herein required, and upon observing and performing the covenants, terms and conditions required by the lease, the Lessee shall peaceably and quietly hold and enjoy the leased premises for the term of the lease without hindrance or interruption by the Lessor.

ARTICLE V. LEASE RENTAL FEES AND PAYMENTS

For the sum of One Dollar (\$1.00), which the receipt and sufficiency of is hereby acknowledged, and in

consideration of the promises and covenants set forth herein, Lessor hereby grants to Lessee and Lessee accepts from Lessor, this nonexclusive lease, right and privilege to use the property described herein.

ARTICLE VI. TAXES

Lessee agrees to pay any real property taxes that may be assessed and levied on the property or on the leasehold created by this document. Any taxes due for a portion of any year shall be prorated between the parties.

ARTICLE VII. INSURANCE

Lessee shall procure and maintain during the term of this Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with this lease.

Section 1. Minimum Scope of Insurance.

A Commercial General Liability policy covering the leased premises and Lessee activities occurring thereon shall be obtained and maintained in force by the Lessee.

Section 2. Minimum Limits of Insurance.

Commercial General Liability Insurance procured in accordance with this article shall have minimum coverage limits of \$1,000,000 Bodily Injury and property damage arising out of any one (1) occurrence. Further, Lessor shall, from and after the Commencement Date, keep insured through self-insurance or otherwise the building(s) upon the premises against loss or damage by fire and windstorm and other covered casualties.

Worker's Compensation coverage shall be procured for all employees in an amount at least equal to the statutory limits of coverage according to applicable State and Federal laws. In addition, the policy shall include employer's liability coverage with a limit of \$500,000 per occurrence.

Section 3. Additional Named Insured.

Except for Workers' Compensation, each insurance policy issued as a requirement of this agreement shall name the City of Clearwater, Lessor, as additional named insured. The coverage shall contain no special limitations on the scope of the protection afforded to the Lessor, its officers, employees or volunteers.

Section 4. Verification of Coverage.

Lessee shall furnish the Lessor with Certificates of Insurance with all endorsements affecting coverage required by this article. These forms shall be received and approved by the Lessor's Risk Manager upon execution of this Lease agreement by both parties to this agreement.

ARTICLE VIII. CASUALTY DAMAGE TO PREMISES

Section 1. Reparable Damage.

Any time the building or premises is damaged or destroyed to the extent that the Lessee cannot therefore conduct its activities and the Lessor determines that the demised premises can be restored by making appropriate repairs, Lessee and Lessor shall negotiate a shared responsibility to effect such repairs expeditiously and to the satisfaction of the City's Building Official. If a shared resolution is not successfully negotiated within 30 days of the damage or destruction, this Agreement shall be subject to termination by the Lessee.

Section 2. Catastrophic Damage.

In the event of total destruction of or catastrophic damage to the demised premises, the Lessee or Lessor may terminate this lease as of the date of such damage or upon thirty (30) days written notice to the other party to this lease.

Section 3. Waiver of Recovery Rights.

Both parties waive any and all rights of recovery against the other party for any direct or indirect loss occurring to the demised premises in the event of damage categorized in Sections 1 and 2 above which is covered by insurance.

ARTICLE IX. LIABILITY AND INDEMNIFICATION

Lessee agrees to assume all risks of the Premises and all liability therefore, and shall defend, indemnify, and hold harmless the Lessor, its officers, agents, and employees from and against any and all loss, liability and damages of whatever nature, to persons and property, including, without limiting the generality of the foregoing, death of any person and loss of the use of any property except arising from the negligence or willful misconduct of Lessor or Lessor's agents or employees. This includes, but is not limited to, matters arising out of or claimed to have been caused by or in any manner related to the Premises or Lessee's activities or those of any approved or unapproved invitee, contractor, subcontractor, or other person approved, authorized, or permitted by Lessee in or about the Premises whether or not based on negligence.

ARTICLE X. AMERICANS WITH DISABILITIES ACT

Lessee hereby affirms its intention to take any and all such actions that are reasonable and prudent to comply with the Americans With Disabilities Act of 1990 (known as the "ADA"). These would include modifications to the structure, revisions in operations and supporting communications capabilities and procedures and changes in functional location and layout.

ARTICLE XI. NON-DISCRIMINATION

Notwithstanding any other provision of this lease agreement, during the performance of this agreement, Lessee for itself, personal representatives, successors in interest and assigns, as part of the consideration for this agreement, does covenant and agree that:

Section 1. No Exclusion From Use.

No person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the premises on the grounds of race, color, religion, sex, handicap, age, or national origin.

Section 2. No Exclusion From Hire.

In the construction of any improvements on, over, or under the premises, and the furnishing of services therein or thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination on the grounds of, or otherwise be subjected to discrimination on the grounds of race, color, religion, sex or national origin.

Section 3. Observance of Various Laws.

The Lessee shall observe the following laws: Section I of the 14th Amendment, The Equal Pay Act, The Civil Rights Acts of 1866 and 1870, the Vietnam Era Veterans Readjustment Act, the standards of Merit System Personnel Administration, Executive Order 12246 as amended, Revised Order 4, the Age Discrimination Act of 1967, the Rehabilitation Act of 1975, Executive Order 11914 and the Americans With Disabilities Act of 1990.

Section 4. Breach of Nondiscrimination Covenants.

In the event of breach of any of the above nondiscrimination covenants, which breach has been finally adjudicated by an appropriate agency or court of law, the Lessor shall have the right to terminate this lease and to re-enter and repossess the premises and hold the same as if said agreement had never been made or issued. This provision does not become effective until the procedures of 49 Code of Federal Regulations ("CFR") Part 21 have been followed and completed, including expiration of appeal rights.

ARTICLE XII. DISCLAIMER OF WARRANTIES

This Agreement constitutes the entire Agreement of the parties on the subject hereof and may not be changed, modified or discharged except by written Amendment duly executed by both parties. Lessee agrees that no representations or warranties shall be binding upon the Lessor unless expressed in writing herein or in a duly executed Amendment hereof. Further, Lessor does not warrant and hereby disclaims any and all liability and responsibility for or on account of the condition of the Premises, or any portions thereof, or for or on account of anything affecting such conditions.

RADON GAS NOTIFICATION, AS REQUIRED BY FLORIDA STATUTE 404.056(8):

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 your county health unit.

ARTICLE XIII. ASSIGNMENT OF LEASE

This Lease, or any part thereof or interest therein, may not be assigned, transferred or subleased by Lessee. Any attempted assignment of the rights and obligations provided for herein shall be of no force or effect and shall upon such attempted assignment or transfer, render this Agreement null and void in its entirety.

ARTICLE XIV. DEFAULT AND TERMINATION

Section 1. Termination by Lessee.

This Agreement shall be subject to termination by Lessee in the event of the following:

Material default by the Lessor in the performance of any of the terms, covenants or conditions of this agreement, and in the failure of the Lessor to remedy, or undertake to remedy, to Lessee's satisfaction, such default for a period of thirty (30) days after receipt of notice from Lessee to remedy the same.

Section 2. Termination by Lessor.

This Agreement shall be subject to termination by the Lessor in the event of any one or more of the following events:

- a) Lessor determines at a duly constituted City Council meeting that the building or property (said premises) is needed for other municipal services and serves Lessee with sixty (60) days notice of such intended use.
- b) Lessor determines that the premises are so extensively damaged by some casualty that it is impractical or inequitable to repair such leased premises.
- c) The material default by Lessee in the performance of any of the terms, covenants or conditions of this Lease Agreement, and in the failure of the Lessee to remedy, or undertake to remedy, to Lessor's satisfaction such default for a period of thirty (30) days after receipt of notice from Lessor to remedy same.
- d) The Lessor determines that a municipal need exists consistent with the City's charter and serves Lessee with sixty (60) days notice.
- e) Lessee's vacating or abandoning the premises.

Section 3. Exercise.

Exercise of the rights of termination set forth in Sections 1 and 2 above shall be by notice to the other party. Forbearance of timely notice shall not be deemed a waiver of any breach.

Section 4. Removal of Property.

Upon termination of this agreement for any reason, Lessee, at its sole expense, shall remove from the Premises all signs, trade fixtures, furnishings, personal property, equipment and materials which Lessee was permitted to install or maintain under the rights granted herein. Lessor may effect such removal at Lessee's expense should Lessee fail to remove said installed property within thirty (30) days notice. Lessee agrees to

pay Lessor promptly in the event of such circumstance upon presentation of a proper invoice.

Section 5. Causes of Breach and Waiver.

- a) Neither party shall be held to be in breach of this Agreement because of any failure to perform any of its obligations hereunder if said failure is due to any cause for which it is not responsible and over which it has no control; provided, however, that the foregoing provision shall not apply to a failure of Lessee to provide the amounts of insurance contained in Article VII of this Agreement.
- b) The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver of any subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

Section 6. Attorney's Fees.

In case suit is brought for recovery of the premises or because of any breach of the Lease, the prevailing party shall be entitled to a reasonable attorney's fee and costs.

ARTICLE XV. NOTICE

Any notice given by one party to the other in connection with the Lease shall be sent by certified mail, return receipt requested, with postage and fees prepaid:

- 1. **If to the Lessor**, addressed to: City Manager
City of Clearwater
P. O. Box 4748
Clearwater, Florida 33758-4748
- 2. **If to the Lessee**, addressed to: Intercultural Advocacy Institute, Inc.
612 Franklin Street
Clearwater, FL 33756

ARTICLE XVI. EFFECTIVE DATE

The effective date of this lease shall be the 1st (first) day of November, 2014.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2014.

ACKNOWLEDGEMENTS: InterCultural Advocacy Institute (ICAI) lease

Countersigned:

CITY OF CLEARWATER

George N. Cretekos
Mayor

By: _____
William B. Horne II
City Manager

Approved as to form:

Attest:



Robert J. Surette
Assistant City Attorney

Rosemarie Call
City Clerk

WITNESSES as to Lessee:

INTERCULTURAL ADVOCACY INSTITUTE, INC.

By: _____
Sandra Lyth
Chief Executive Officer