

LEASE, PROPERTY OPERATION, AND GRANT AGREEMENT

THIS LEASE, PROPERTY OPERATION, AND GRANT AGREEMENT (this “Agreement”) is made by and between the City of Clearwater, Florida, a Florida municipal corporation (“Lessor 1”); the City of Clearwater Community Redevelopment Agency, a public body corporate and politic of the State of Florida created pursuant to Part III, Chapter 163, Florida Statutes (“Lessor 2” and collectively with Lessor 1, “Lessors”); and Clearwater Urban Leadership Coalition, Inc., a Florida not-for-profit corporation (“Lessee” and collectively with Lessors, the “Parties”).

RECITALS

WHEREAS, Lessor 1 is the owner of certain real properties located at 1321 N. Martin Luther King, Jr. Avenue, Clearwater, FL 33755; 1317 N. Martin Luther King, Jr. Avenue, Clearwater, FL 33755; and 1106 Tangerine Street, Clearwater, FL 33755 and Lessor 2 is the owner of certain real property located at 1325 N. Martin Luther King, Jr. Avenue, Clearwater, FL 33755, which Lessors intend to lease out to Lessee for the development of a shipping container village; and

WHEREAS, Lessee desires to acquire the lease rights for the above-referenced properties to develop and operate a shipping container village in exchange for certain rental payments; and

WHEREAS, Lessor 2, as a community redevelopment agency, was created to implement community redevelopment activities as provided in the Florida Community Redevelopment Act of 1969 (the “Act”) codified at Chapter 163, Part III, Florida Statutes; and

WHEREAS, on January 12, 2023, Lessor 2 adopted the North Greenwood Community Redevelopment Area Plan (the “Plan”); and

WHEREAS, in furtherance of the Plan and Lessee’s goal of developing and operating a shipping container village, Lessor 2 shall provide a grant to Lessee in an amount not to exceed \$500,000.00 to accomplish certain development goals in accordance with certain terms and conditions provided herein; and

WHEREAS, Lessor 2 finds that providing financial assistance for the commercial improvement of the subject properties to be leased is a permissible use of Lessor 2’s funds; and

WHEREAS, Lessor 2 finds that the development of a shipping container village comports with and furthers the goals, objectives, and policies of the Plan; and

WHEREAS, Lessee is dedicated to providing an active shipping container village with opportunities to lease shipping containers to tenants approved by Lessors.

WITNESSETH:

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

Article 1

Recitals and Definitions

1.1 **Recitals.** The recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

1.2 **Definitions.** The following terms shall have the meanings prescribed herein throughout their use in this Agreement.

1. **“Shipping Container Village” or the “Village”** – an assortment of not less than five (5) shipping containers, subject to the development timeline described in Section 7.2 herein, repurposed to provide commercial space to businesses offering retail, dining, and entertainment experiences for customers in accordance with the requirements of this Agreement.

2. **“Repurposed Shipping Container” or “Container”** – a large, standardized steel box with minimum dimensions of eight (8) feet in width and twenty (20) feet in length traditionally used to transport goods by land, air, or sea that has been repurposed for the uses authorized under this Agreement.

Article 2

Property

2.1 **Property.** Lessors hereby lease to Lessee and Lessee leases from Lessors, upon all of the conditions set forth herein, that certain real property situated in Pinellas County, Florida, located at 1321 N. Martin Luther King, Jr. Avenue, Clearwater, FL 33755 (Parcel I.D. No. 10-29-15-33534-003-0170); 1317 N. Martin Luther King, Jr. Avenue, Clearwater, FL 33755 (Parcel I.D. No. 10-29-15-33534-003-0180); and 1106 Tangerine Street, Clearwater, FL 33755 (Parcel I.D. No. 10-29-15-33534-003-0190) (collectively, “Property 1”) and 1325 N. Martin Luther King, Jr. Avenue, Clearwater, FL 33755 (Parcel I.D. No. 10-29-15-33534-003-0160) (“Property 2”), and more particularly described in Exhibit “A” attached hereto and made a part hereof, together with all improvements thereon and appurtenances thereto (Collectively, Property 1 and Property 2 are the “Property”).

Article 3

Term

3.1 **Initial Term.** Unless terminated earlier pursuant to the terms and conditions of this Agreement, the initial term of this Agreement shall begin on the date of execution of this Agreement and shall continue for a period of ten (10) years (the “Initial Term”).

3.2 **Renewal Periods.**

- a) This Agreement may be renewed at Lessee's sole option for up to two (2) five (5)-year renewal periods. Lessee shall provide Lessors with written notice of Lessee's intent to renew this Agreement no later than one hundred and twenty (120) days prior to the expiration of the Initial Term or, if renewed previously, prior to the expiration of any of the aforementioned renewal terms. In the event Lessee does not request to renew this Agreement within the notice period, this Agreement shall be subject to termination at the end of the current term at the discretion of Lessors.

Article 4

Standard Requirements for Operation of the Village

4.1 Lessee shall operate the Property for the use and benefit of the public and shall meet or exceed the following standards:

- a) Lessee shall furnish access to the Property on a fair, reasonable, and nondiscriminatory basis to the public.
- b) Lessee shall select and appoint a property manager of its operations at the Village. The manager shall be qualified, experienced, and vested with full power and authority to act in the name of Lessee with respect to the method, manner, and conduct of the operation of the Village. The manager shall be available to be contacted during hours of operation. During the manager's unavailability, a duly authorized and adequately trained subordinate shall be in charge and available to be contacted during hours of operation. Lessee agrees that a duly authorized representative shall attend any City of Clearwater or City of Clearwater Community Redevelopment Agency meetings Lessors deems necessary that involve the Village to answer any operational questions.
- c) With the exception of real property taxes, Lessee shall meet all expenses and payments in connection with the use of the Property and the rights and privileges herein granted, including licenses and permits required by law in the normal course of business. Lessee may, however, at its sole expense and cost, contest any fee or assessment.
- d) During the term of this Agreement, Lessee shall have the right, at its expense, to place in or on the Property a sign or signs identifying Lessee. Said sign or signs shall be of a size, shape, and design and at a location or locations approved by Lessors and must comply with all applicable City of Clearwater codes. Lessee shall remove, at its expense, all lettering, signs, and placards so erected on the Property at the expiration or termination of this Agreement.

Article 5

Default and Termination

5.1 Termination by Lessee. This Agreement shall be subject to termination by Lessee at its option in the event of any one or more of the following events:

- a) The material default by Lessors in the performance of any of the terms, covenants, or conditions of this Agreement, and in the failure of Lessors to remedy, or undertake to remedy, to Lessee's satisfaction, such default within a period of thirty (30) days after receipt of written notice from Lessee to remedy the same. In the event the Lessors have commenced to cure the material default, but it is of such nature that it cannot be completely cured within thirty (30) days, then Lessors shall have such reasonable additional time as is necessary to cure the material default;
- b) Damage to or destruction of all or part of the Property necessary for the operation of the Village rendering it inoperable as further detailed in Section 13.4; or
- c) The lawful assumption by the United States, State of Florida, or any authorized agency thereof, of the operation, control, or use of the Property, or any substantial part or parts thereof, in such a manner as to restrict substantially Lessee from conducting business operations for a period in excess of forty-five (45) days.

5.2 Termination by Lessors. This Agreement shall be subject to termination by either Lessors at their option in the event of any one or more of the following events:

- a) The material default by Lessee in the performance of any of the terms, covenants, or conditions of this Agreement, and in the failure of Lessee to remedy, or undertake to remedy, to Lessors' satisfaction, such default within a period of thirty (30) days after receipt of written notice from Lessors to remedy the same. In the event the Lessee has commenced to cure the material default, but it is of such nature that it cannot be completely cured within thirty (30) days, then Lessors may, in the exercise of reasonable discretion, grant the Lessee such reasonable additional time as is necessary to cure the material default;
- b) Lessee files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt, or if a receiver is appointed for the property or affairs of Lessee and such receivership is not vacated within thirty (30) days after the appointment of such receiver. Such an event shall be considered a material default;
- c) Lessor 1, at a duly noticed meeting of the City of Clearwater City Council, determines that a municipal need exists for all or part of Property 1 consistent with Lessor 1's Charter; or
- d) Lessee has violated the terms of this Agreement by a documented consistent pattern of conduct detrimental to the operation of the Property or the Village.

5.3 Exercise. Exercise of the rights of termination set forth in Sections 5.1 and 5.2, above, shall be by thirty (30) days' written notice to the other party. Forbearance of timely notice shall not be deemed a waiver of any breach.

5.4 Surrender; Effect of Termination. Upon termination of this Agreement, Lessee shall promptly vacate and surrender to Lessors the Property and any assets belonging to the Lessors contained therein. In any event, such surrender shall be complete ninety (90) days after receipt of written notice of the intent to terminate. Upon termination of this Agreement for any reason, Lessee, at its sole expense, shall remove from the Property all Containers, signs, trade fixtures, furnishings, personal property, equipment, and materials which Lessee was permitted to install or maintain under the rights granted herein and make any repairs to the Property necessitated by such removal. If Lessee shall fail to do so within the aforementioned time period, Lessors may affect such removal or restoration at Lessee's expense, and Lessee agrees to pay Lessors' such expense promptly upon receipt of a proper invoice therefore.

5.5 Additional Remedies for Material Default. If a material default shall remain uncured thirty (30) days after written notice thereof to the defaulting party, then, in addition to the right of termination, the non-defaulting party may pursue any and all legal or equitable remedies to which the non-defaulting party is entitled, including an action for declaratory or injunctive relief. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.

5.6 Anticipatory Repudiation. Whenever Lessors in good faith have reason to question Lessee's intent or ability to perform, Lessors may demand that Lessee give written assurance of Lessee's intent and ability to perform. In the event that the demand is made and no written assurance is given within thirty (30) calendar days, Lessors may terminate this Agreement in the event the City of Clearwater City Council determines at a duly noticed City Council meeting to treat this failure as an anticipatory repudiation of this Agreement and serves Lessee with thirty (30) days written notice of such City Council hearing.

5.7 Waiver. 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 such subsequent breach, violation, or default in or with respect to the same or any other covenant or condition hereof.

Article 6

Rent and Other Expenses

6.1 Rent. Rent shall be due in monthly installments (the "Monthly Rent"). No rent shall be due and owed for the first four (4) years of the Initial Term. During years five (5) through ten (10) of the Initial Term, the Monthly Rent shall be in the amount of Two Thousand Dollars and 00/100 Cents (\$2,000.00) per month, increasing three percent (3%) annually. The Monthly Rent shall be due on or before the first day of each calendar month for that calendar month's rent payment. Lessee agrees to pay Lessors' sales tax on all rent payments.

- a. Renewal Rent. If Lessee elects to renew the term of this Agreement pursuant to Section 3.2, rent shall be due in the amount of Two Thousand Dollars and 00/100 Cents (\$2,000.00) per month, increasing three percent (3%) annually (the “Renewal Rent”).

6.2 Delinquency Charge. A rent or fee payment shall be delinquent if not paid on or before the tenth (10th) day following the due date and shall accrue interest at the maximum amount allowable by law until paid. Furthermore, a delinquent rent or fee payment shall be considered a material default under this Agreement.

6.3 Place of Payment. All payments due to Lessors from Lessee shall be delivered to the City of Clearwater Community Redevelopment Agency, 600 Cleveland Street, STE 600, Clearwater, Florida 33755 or at such other location specified by Lessors.

6.4 Taxes and Assessments. To the extent there are property taxes due on the Property, Lessors shall pay all real property taxes and assessments against the Property under this Agreement.

6.5 Records and Right to Audit. Lessee agrees to keep all books, accounts, records, and any other documents Lessor requests relating to this Agreement in accordance with generally accepted accounting principles for a period of five (5) years and for such additional reasonable time as Lessors may request. Lessors shall have the right to examine such books, accounts, and records and all other documents and material in Lessee’s possession or under its control, with respect to gross sales, tenant fees, sub-lease proceeds, and expenses associated with the Village in accordance with the terms of this Agreement and shall have a reasonable amount of freedom and access thereto for such purposes and for the purpose of making copies and/or abstracts therefrom. Lessors reserve the right to conduct or cause to be conducted an independent audit of any financial transaction under this Agreement, such audit may be performed by the Lessors’ audit staff, a certified public accountant firm, or other auditors designated by Lessors and will be conducted in accordance with applicable professional standards and practices.

6.6 The acceptance by Lessors of any statement by Lessee, or of any payment, shall not be deemed a waiver of the right of Lessors to claim additional payment after a review and inspection of Lessee's books and records nor shall such acceptance constitute a waiver by Lessee of any claim for a refund from Lessors for any overpayment.

6.7 Associated and Capital Expenses. Lessee shall pay all of Lessors’ non-capital expenses associated with the Property, to include all utilities payments, grounds maintenance, minor repairs, and maintenance to the Village, security, and all other operating expenses which are necessary to properly operate the Village (“Associated Expenses”). Lessee shall also be responsible for payment of all capital expenses which shall include major repair or replacement of structures or other utilities located on the Property, or to the real estate upon which the structures are located.

Article 7

Development of the Village

7.1 **Scope of Project.** The Property shall be used and occupied only for use as Shipping Container Village. The Parties agree that the Village will consist of no less than five (5) Containers, subject to the development timeline provided in Section 7.2, which may be used for retail sales and services, restaurant, bars, brewpubs, microbreweries, and other comparable uses as determined by the City of Clearwater Community Development Coordinator (the “Coordinator”). The Village may also contain other accessory uses and structures commonly associated with the aforementioned uses as determined by the Coordinator. In the event of conflict between the uses or development allowances permitted under this Agreement and the City of Clearwater Community Development Code (the “CDC”), the CDC shall control to the extent this Agreement may permit uses not authorized by the CDC.

7.2 **Development Timeline.** Lessee shall be responsible for any and all development review approvals and building permits required to establish the Village and shall obtain such approvals within one (1) year of the execution of this Agreement. Lessee shall obtain a certificate of occupancy for two (2) of the Containers within two (2) years from the date of execution of this Agreement and shall obtain a certificate of occupancy for the remaining three (3) Containers within four (4) years of the date of execution of this Agreement. The initial leasing of a Container shall commence no later than six (6) months after the issuance of its certificate of occupancy.

The City of Clearwater City Manager (the “City Manager”) may grant up to six (6) months of extension time to complete any activity under this development timeline for good cause. However, use of this extension time towards any one of the activities shall reduce the amount of extension that can be used towards another activity. For example, a two (2) month extension of time to obtain development and building permit approvals shall leave only four (4) months of extension to be used towards extension of other activities.

Further extensions to this development timeline may only be granted by the approval of the City of Clearwater City Council at a duly noticed public meeting. In the event Lessee is unable to meet the requirements of this development timeline, this Agreement may be terminated by Lessors in accordance with the termination provisions contained herein.

7.3 **Off-Street Parking.** The Parties understand and agree that at the time of execution of this Agreement it remains unclear as to whether there will be sufficient off-street parking to accommodate the Village. In the event that Lessee is unable to obtain approval of a development application for the Village that satisfies the off-street parking requirements of the CDC within one (1) year of execution of this Agreement, this Agreement may be terminated by Lessors in accordance with the termination provisions contained herein.

7.4 Zoning. As of the date of this Agreement, the zoning designation for the parcels located at 1321 N. Martin Luther King, Jr. Avenue, Clearwater, FL 33755 (Parcel I.D. No. 10-29-15-33534-003-0170); 1317 N. Martin Luther King, Jr. Avenue, Clearwater, FL 33755 (Parcel I.D. No. 10-29-15-33534-003-0180); and 1325 N. Martin Luther King, Jr. Avenue, Clearwater, FL 33755 (Parcel I.D. No. 10-29-15-33534-003-0160) is Commercial (“C”) and the zoning designation for the parcel located at 1106 Tangerine Street, Clearwater, FL 33755 is Medium Density Residential (“MDR”). Lessee acknowledges and understands that MDR is a residential zoning district and generally does not permit commercial uses.

Article 8

Shipping Container Leases

8.1 Approval and Enforcement of Leases, Contracts and Other Agreements. The Parties understand and agree that Lessee intends to lease out the Containers to subtenants for the uses specified in Article 7. Lessee shall select all tenants for the Repurposed Shipping Containers. However, Lessors shall have the right to review and approve the leases for the Containers. Lessors shall have thirty (30) days to review and approve such leases upon receipt of such leases from Lessee and if Lessors fail to approve or deny such leases within this allotted time, such leases shall be deemed approved. Lessee’s failure to provide Lessors with the opportunity to review and approve such agreements shall, at the option of Lessors, be a material default under this Agreement. Lessee shall be responsible for the enforcement of the provisions contained in the subtenant leases, and all other related agreements and shall take action to correct any violation within a reasonable amount of time.

8.2 Lessee shall create and utilize lease forms for the rental of the Containers. Copies of each executed lease agreement shall be made available to Lessors upon request. Container vacancies shall be filled in a fair, impartial, and nondiscriminatory manner.

8.3 As more fully described in Article 11, Lessee shall require all Container tenants to provide insurance certificates to Lessee as a requirement of any lease or other agreement for use of any part of the Property.

8.4 It shall be a condition of every Container lease that should a Container tenant be found guilty of any crime or to have violated any City ordinance on the Property by a court of competent jurisdiction or applicable quasi-judicial board, such Container Lease shall be subject to termination by Lessee.

Additionally, should a Container tenant be found guilty of any crime or to have violated any City ordinance on the Property by a court of competent jurisdiction or applicable quasi-judicial board, Lessors may instruct Lessee to terminate its lease with the violating Container tenant. A failure of Lessee to terminate a lease with and remove from the Property a violating Container tenant within thirty (30) days after request to do so by Lessors shall be a material default under this Agreement. However, In the event Lessee has been unable to remove a violating Container tenant within the thirty (30)-day period, Lessee shall not be in default if Lessee demonstrates to the City’s satisfaction that they are making all reasonable efforts to remove the violating Container tenant from the Property.

Article 9

CRA Grant

In connection with the development of the Village, Lessor 2 hereby awards Lessee a grant in an amount not to exceed Five Hundred Thousand Dollars and 00/100 Cents (\$500,000.00) (the “Grant Funds”) subject to the following terms and conditions:

9.1 Lessee shall construct the Village in accordance with the requirements and timelines provided in Article 7 of this Agreement. The Grant Funds shall be used exclusively for costs associated with the purchase of the Containers, construction costs, design work, development approvals, and permitting for the Village, and such other eligible development costs as determined by the City of Clearwater Community Redevelopment Agency Director (the “Director”)

9.2 The Grant Funds shall be provided to Lessee on a draw basis meaning Lessee will receive funds in installments on an as-needed basis associated with the items specified in Section 9.1 after approval of a draw request from Lessor 2. The Grant Funds may be provided directly to any approved licensed contractor or vendor contracted by Lessee in lieu of providing the Grant Funds to Lessee. The Grant Funds shall be payable within thirty (30) days of receipt of a fully completed draw request. Lessor 2 and Lessee understand and agree that nothing in this Agreement creates any contractual relationship between Lessors and any contractor or vendor and Lessors shall not be liable for any monies owed to any contractor or vendor. The ability of Lessor 2 to pay the contractor or vendor directly is only for the sake of convenience to Lessee; Lessee remains exclusively liable for any funds owed to the contractor.

9.3 If the Director determines that any Grant Funds draw request does not meet the requirements of this Agreement or applicable Florida law, then the Parties agree that Lessor 2 shall not owe any further monies to Lessee for the requested draw, Lessee shall have no recourse against the Lessors relating to the Grant Funds, and the Director’s decision shall be final without any means of appeal.

9.4 Events of Default. The occurrence of any one or more of the following events within the Initial Term shall constitute an event of default by the Applicant in relation to the awarding of the Grant Funds under this Article:

- a) Lessee makes a general assignment for the benefit of its creditors, or admits in writing its inability to pay its debts as they become due or files a petition in bankruptcy, or is adjudicated a bankrupt or insolvent, or files a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation or files an answer admitting, or fails reasonably to contest, the material allegations of a petition filed against it in any such proceeding, or seeks or consents to or acquiesce in the appointment of any trustee, receiver or liquidator of the Applicant or any material part of such entity's properties;

- b) Within sixty (60) days after the commencement of any proceeding by or against Lessee seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed or otherwise terminated, or if, within sixty (60) days after the appointment without the consent or acquiescence of Lessee or any trustee, receiver or liquidator of any such entities or of any material part of any such entity's properties, such appointment shall not have been vacated; or
- c) A material breach by Lessee of any other term, condition, requirement, or warranty of this Agreement.

9.5 Agency's Remedy Upon Certain Applicant Default. In the event of default and if Lessee has failed to cure the default within the allotted time prescribed under Section 9.6, then the Parties agree that: a) this Article 9 shall be null and void; b) that Lessor 2 will have no further responsibility to the Applicant regarding the Grant Funds, including the responsibility to tender any remaining amounts of the Grant Funds to the Applicant; and c) that if Lessor 2 has tendered any of the Grant Funds to the Applicant, Lessor 2 shall be entitled to the return of all the Grant Funds plus default interest at a rate of ten percent (10%) starting from the date of default. The remedial provisions shall survive the termination of this Article 9.

9.6 Notice of Default and Opportunity to Cure. Lessors shall provide written notice of a default under this Article 9 and provide the Applicant thirty (30) days from the date the notice is received to cure such a default. This notice will be provided in accordance with Section 18.1.

Article 10

Indemnification

10.1 Indemnification by Lessee.

- a) Lessee agrees to assume all risks of the Property and all liability therefore, and shall defend, indemnify, and hold harmless Lessors, their officers, agents, and employees from and against any and all loss, liability, and damages of whatever nature, to persons and property, including, without limitation the generality of the foregoing, death of any person and loss of the use of any property. 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 Property or Lessee's operations or those of any approved or unapproved tenant, subtenant, licensee, invitee, contractor, subcontractor or other person approved, authorized, or permitted by Lessee in or about the Property, including losses, liability, and claims related to air and noise pollution, or any other operations pursuant hereto, whether or not based on negligence. Lessee shall defend all such claims, demands, and suits, whether groundless or not, at Lessee's own cost and expense. Further, Lessee does hereby covenant and agree to indemnify, hold harmless, and defend Lessors, their officers, agents, and employees, from and against any and all loss, liability and damages arising out of or in any manner related to any breach by Lessee, its agents, employees, invitees, licensees, contractors, subcontractors, tenants, or subtenants, whether approved or unapproved, of any of the

terms, conditions, or other provisions of this Agreement, and name the City of Clearwater and the City of Clearwater Community Redevelopment Agency as additional insured with respect to all coverage's except workers' compensation.

- b) Lessee agrees to defend, indemnify, and hold harmless Lessors, their officers, agents, and employees from and against any and all claims or liability for compensation under any Workers' Compensation statute or law arising out of injuries sustained by any employee of Lessee or any licensee, contractor, subcontractor, tenant, or subtenant of Lessee.
- c) Lessee's obligations to defend, indemnify, and hold harmless, as set forth in this Article, shall include any and all attorneys' fees and investigative expenses incurred by Lessors in the defense and handling of said suits, claims, damages, and the like, and in enforcing and obtaining compliance with the provisions of this Article.

10.2 Survival; Limitations. The indemnity obligations of the Parties hereunder shall survive the expiration or termination of this Agreement. Other than lost profits of Lessee, none of the Parties shall be liable or responsible for any indirect, incidental, consequential, punitive or special damages, whether based upon breach of contract or warranty, negligence, strict tort liability or otherwise, and each party's liability for damages or losses hereunder shall be strictly limited to direct damages that are actually incurred by the party.

10.3 Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by Lessors nor shall anything included herein be construed as consent by Lessors to be sued by third parties in any matter arising out of this Agreement. Lessors are political subdivisions as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of their employees pursuant to Section 768.28, Florida Statutes.

Article 11

Insurance

11.1 Lessee shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain during the term with the Lessors) sufficient insurance to adequately protect the respective interest of the Parties. Coverage shall be obtained with a carrier having an AM Best Rating of A-VII or better. In addition, Lessors have the right to review Lessee's deductible or self-insured retention and to require that it be reduced or eliminated.

Specifically, Lessee must carry the following minimum types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then coverage can be obtained on a claims-made basis with a minimum three (3) year tail following the termination or expiration of this Agreement:

- a. Commercial General Liability Insurance coverage, including but not limited to, bodily injury, personal injury, death, property damage, advertising liability, premises operations, products/completed operations, severability of interest, and

contractual liability in the minimum amount of one million dollars and 00/100 cents (\$1,000,000.00) per occurrence and two million dollars and 00/100 cents (\$2,000,000.00) general aggregate.

- b. Commercial Automobile Liability Insurance coverage for any owned, non-owned, hired, or borrowed automobile for in state travel is required in the minimum amount of one million dollars and 00/100 cents (\$1,000,000.00) combined single limit. For motor carriers traveling interstate the limits are one million five hundred thousand dollars and 00/100 cents (1,500,000.00) for fifteen (15) passengers or less or five million dollars and 00/100 cents (\$5,000,000.00) for sixteen (16) passengers or more.
- c. Unless waived by the State of Florida and proof of waiver is provided to Lessors, Worker's Compensation (WC) & Employer's Liability Insurance coverage for all employees engaged under the Agreement, Worker's Compensation as required by Florida law and Employer's Liability with minimum limits of:
 - (i) Five hundred thousand dollars and 00/100 cents (\$500,000.00) bodily injury each employee and each accident, Five hundred thousand dollars and 00/100 cents (\$500,000.00) bodily injury by disease each employee, and Five hundred thousand dollars and 00/100 cents (\$500,000.00) bodily injury by disease policy limit for quotes or agreements valued at fifty thousand dollars and 00/100 cents (\$50,000.00) and under; or
 - (ii) One million dollars and 00/100 cents (\$1,000,000.00) bodily injury each employee and each accident, one million dollars and 00/100 cents (\$1,000,000.00) bodily injury by disease each employee, and one million dollars and 00/100 cents (\$1,000,000.00) bodily injury by disease policy limit for formal solicitation and agreements exceeding fifty thousand dollars and 00/100 cents (\$50,000.00).

Coverage should include Voluntary Compensation, Jones Act, and U.S. Longshoremen's and Harbor Worker's Act coverage where applicable. Coverage must be applicable to employees, contractors, subcontractors, and volunteers, if any.

- d. Professional Liability/Malpractice/Errors or Omissions Insurance coverage appropriate for the type of business engaged in by the Lessee with minimum limits of one million dollars and 00/100 cents (\$1,000,000.00) per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as available, and with no less coverage and with reinstated aggregate

limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

- e. Business property insurance coverage in an amount to cover the dollar-based value of the business.

11.2 Container subtenants shall be required to maintain the limits and types of insurance coverage specified in 11.1(a), (b), and (c), and shall name Lessee, the City of Clearwater, and City of Clearwater Community Redevelopment Agency as additionally insured under such policies. Additionally, to the extent that such subtenants engage in the sale of alcoholic beverages, appropriate insurance shall be obtained for such activities in accordance with Florida law.

11.3 Waiver of Subrogation. With regard to any policy of insurance that would pay third party losses, Lessee hereby grants Lessors a waiver of any right to subrogation which any insurer of Lessee may acquire against Lessors by virtue of the payment of any loss under such insurance for liability and workers compensation coverages. Lessee agrees to obtain any endorsement that may be necessary to affect such waiver, but this provision shall apply to such policies regardless of whether or not Lessee has received a waiver of subrogation endorsement from each insurer.

The insurance limits provided in this article may be achieved by a combination of primary and umbrella/excess liability policies.

11.4 Other Insurance Provisions.

- a. Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this Agreement remains in effect, Lessee will furnish the Lessors with a Certificate of Insurance(s) (using appropriate ACORD certificate, SIGNED by the Issuer, and with applicable endorsements) evidencing all of the coverage set forth above and naming the City of Clearwater and the City of Clearwater Community Redevelopment Agency as "Additional Insured" with respect to general and auto liability coverages.
- b. In addition, when requested in writing from Lessors, Lessee will provide Lessors with certified copies of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

City of Clearwater
Attn: Risk Management Department
P.O. Box 4748
Clearwater, FL 33758-4748

- c. Lessee shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change, or reduction in coverage.
- d. Lessee's insurance as outlined above shall be primary and non-contributory coverage for Lessee's negligence.

- e. Lessee reserves the right to appoint legal counsel to provide Lessee's defense, for any and all claims that may arise related to this Agreement, work performed under this Agreement, or to Lessee's equipment, or service. Lessee agrees that Lessors shall not be liable to reimburse Lessee for any legal fees or costs as a result of Lessee providing its defense as contemplated herein.

11.5 Loss Control/Safety. Precaution shall be exercised at all times by Lessee for the protection of all persons, including employees, and property. Lessee shall comply with all applicable laws, regulations, or ordinances related to safety and health, and shall make special efforts where appropriate to detect hazardous conditions, and shall take prompt action where loss control/safety measures should reasonably be expected.

The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to Lessors, and failure to request evidence of this insurance shall not be construed as a waiver of Lessee's obligation to provide the insurance coverage specified.

Article 12

Disclaimer of Warranties

12.1 The Parties agree that no representations or warranties shall be binding upon the Parties unless expressed in writing herein or in a duly executed amendment to this Agreement. It is understood and agreed that:

- a) Lessors do not warrant, and hereby disclaim any and all liability and responsibility for or on account of the condition of the Property, or the Village or any portions thereof, or for or on account of anything affecting such conditions.
- b) Lessors makes no warranties and shall have no obligations or liability with respect to noise or noise pollution.

Article 13

Repairs and Maintenance

13.1 Lessee's Duties. Lessee hereby agrees that:

- a) Lessee shall keep and maintain the Property in a neat, clean, and respectable condition by prompt removal of all trash, litter, debris, and junk, and shall keep said Property cleared of all objectionable matter.
- b) Lessee shall maintain the Property and structures erected thereon in a good state of repair at all times and shall be responsible for maintenance and repairs to said areas including all interior maintenance of any structures.

- c) Lessee shall maintain all grass and landscape vegetation on the Property. If Lessee fails to maintain the Property as per Lessors' specifications, Lessors at their option may hire a contractor to maintain and bill Lessee accordingly.
- d) Lessee agrees to comply with the American Disabilities Act ("ADA") requirements as they pertain to the Property and any use thereon.

In the event Lessee shall fail to keep and maintain the Property as herein required, as determined in the sole discretion of Lessors, then Lessors, after notice to Lessee of the default and providing thirty (30) days to comply, shall have the power and express authority to cause or require the labor and materials to be expended that are reasonably necessary to accomplish the required maintenance, and Lessee expressly agrees that the reasonable cost of any such completed labor and materials shall be deemed additional rent becoming past due thirty (30) days from the date on notice of the amount due is given to Lessee.

Lessee's contact with Lessors in connection with the Property herein leased shall be with Lessors' staff member designated by the City Manager. To the extent allowed by law and the rules and ordinances governing Lessors' operations, the designated staff member shall have all powers designated by the City Manager to make decisions and manage this Agreement on behalf of Lessors.

13.2 Lessors' Duties. Lessors hereby agree that:

- a) Lessors shall turnover the Property to Lessee in a condition acceptable to Lessee (evidenced by Lessee signing this Agreement).

13.3 Partial Damage. If all or a portion of the Property is partially damaged by fire, explosion, flooding inundation, floods, the elements, public enemy, acts of terrorism, acts of God, or other casualty, but not rendered inoperable, the same will be repaired with due diligence by Lessee at its own cost and expense. The Monthly Rent shall be reduced in proportion to lost revenues until the Property is fully restored to its condition prior to the date on which the damage occurred.

13.4 Extensive Damage. If the damages as described above in "Partial Damage" are so extensive as to render the Property inoperable, the same may be repaired by Lessee at its own cost and expense and the Monthly Rental payable hereunder shall abate from the time of such damage until such time as the Property is fully restored to its condition prior to the date on which the damage occurred and is certified as again ready for use. However, Lessee shall be under no obligation to repair, replace, or reconstruct any improvements to the Property and Lessee may terminate this Agreement so long as Lessee removes any damaged structures and debris from the Property before termination. If within three hundred and sixty-five (365) days after the time of such damage or destruction the Property has not been repaired or reconstructed, Lessors may unilaterally terminate this Agreement in its entirety.

13.5 Limits of Lessor's Obligation Defined. In the application of Section 13.4, Lessee may, but shall not be obligated to, repair or reconstruct the Property. If Lessee chooses to do so,

Lessee's obligation shall also be limited to repair or reconstruction of the Property to the same extent and of equal quality as obtained by Lessee at the time of the event necessitating the repair. All redecoration and replacement of capital investment, including all Lessee assets shall be the cost and responsibility of Lessee. Lessee shall bear the cost of repair and replacement of any Lessee assets except to the extent that the damage or destruction is caused by Lessor's negligence, action, or omission.

13.6 Force Majeure. See paragraph S.20 in the Terms and Conditions described in Exhibit "B" attached hereto.

Article 14

Leasehold Improvements and Structural Work

All improvements, additions, or changes to the Property shall be controlled by the approved site plan. If any alteration or modification takes place without Lessors' written permission then, upon written request by Lessors, Lessee agrees to return that part of the Property modified, altered, or affected without consent from Lessors to its original condition. If Lessee fails to return that part of the Property or structures therein which were modified or altered without written consent to its original condition within thirty (30) days from receipt or written request from Lessors, then Lessors shall be entitled to return that part of the Property or structure to its original condition and shall be entitled to recover the cost and expenses from Lessee. Emergency repairs may be made by Lessee for the safety of individuals and prevention of damage to real and personal property. It is further agreed that any improvements, additions, or changes shall be made by Lessee at its own expense and may become the property of Lessors if Lessee chooses to sell or otherwise transfer such improvements, additions, or changes to Lessors upon expiration, or prior termination of this Agreement or any extension or renewal thereof. Should Lessors elect not to obtain such improvements, additions, or changes, Lessee agrees to remove such improvements, additions, or changes at its own expense and deliver the Property to Lessors in as good condition as it now exists.

Article 15

Utilities

Lessee agrees to pay the cost of all utilities for the Property including but not limited to stormwater, gas, water, electricity, sanitary sewer, telephone, and solid waste disposal. In the event Lessee fails to pay any utility bills when due, Lessors may, at their option, disconnect the Property from Lessor 1's utility services. Such event is a material default under this Agreement.

Article 16

Assignment

This Agreement, nor any part thereof or any interest therein, shall not be assigned, transferred, or subleased by Lessee without the express written consent of Lessors, in their sole discretion. Lessee's failure to obtain Lessors' written consent to any assignment, transfer or sublease shall render such agreement null and void.

Notwithstanding any attempt by Lessee to assign, transfer, or sublease this Agreement, or any part thereof or interest therein without proper authorization, Lessee shall remain obligated and liable to Lessors for the performance of all covenants, terms, and conditions, warranties, and other provisions of this Agreement to the same extent that Lessee would have been obligated and liable if such assignment, delegation, or sublease had not been attempted, but such attempt shall be deemed an act of material default by Lessee.

It is understood and agreed that Lessors may, at any time, with notice, assign or delegate any or all of its rights hereunder.

Article 17 **Representations and Warranties of Lessors and Lessee**

17.1 Representations and Warranties of Lessors. Lessors represent and warrant to Lessee the following:

- a) All required approvals have been obtained or, if not, Lessors shall in good faith work together with Lessee in order to obtain any other required approval, and Lessors have full legal right, power, and authority to enter into and perform its obligations hereunder;
- b) This Agreement has been duly executed and delivered by Lessors and constitutes a valid and binding obligation of Lessors, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, or similar laws affecting creditors' rights generally or by general equitable principles;
- c) The execution and delivery of this Agreement will not violate or cause a breach (with or without notice or the passage of time) under any agreement, law, ordinance, or other obligation to which Lessors are bound;
- d) There is no current, pending, or to Lessors' knowledge after due inquiry, threatened, action or proceeding before any court or administrative agency to which it is a party, questioning the validity of this Agreement, the relationship between Lessors and Lessee, or which appear likely to materially adversely affect Lessors' performance of its obligations under this Agreement;
- e) Lessors are the owner of the Property; and
- f) Upon delivery to Lessee, the Property shall comply with all laws, ordinances, orders, rules, regulations, and other governmental requirements relating to the use, occupancy, and condition of the Property for the purposes described herein, including, without limitation, the Americans with Disabilities Act and any certificate of occupancy.

17.2 Representations and Warranties of Lessee. Lessee represents and warrants to Lessors the following:

- a) All required approvals have been obtained or, if not, Lessee shall in good faith work together with Lessors in order to obtain any other required approvals, and Lessee has full legal right, power, and authority to enter into and perform its obligations hereunder;
- b) This Agreement has been duly executed and delivered by Lessee and constitutes a valid and binding obligation by Lessee, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, or similar laws affecting creditors' rights generally or by general equitable principles;
- c) There is no current, pending, or to Lessee's knowledge after due inquiry, threatened, action or proceeding before any court or administrative agency to which it is a party, questioning the validity of this Agreement, the relationship between Lessors and Lessee, or which appear likely to materially adversely affect Lessee's performance of its obligations under this Agreement; and
- d) All improvements on the Property will be constructed in a good and workmanlike manner and said improvements will be in good working order and condition, free from defects in workmanship and materials, and fit for the purposes for which they are provided.

Article 18

Miscellaneous

18.1 Notice. Unless specifically provided otherwise in this Agreement, all notices, requests, demands, claims, and other communications hereunder shall be in writing and may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; or (iii) sent via overnight courier. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, receipt will be deemed effective two (2) calendar days after the sending thereof. Notices shall be sent to the Parties at their addresses set forth below:

If to Lessors:

City of Clearwater
P.O. Box 4748
Clearwater, FL 33758-4748
Attention: City Manager

With copy to (which shall not constitute notice):

City of Clearwater
P.O. Box 4748
Clearwater, FL 33758-4748
Attention: City Attorney

If to Lessee to:

Clearwater Urban Leadership Coalition, Inc.
1419 N Betty Lane
Clearwater, FL 33755
Attention: Gloria Campbell, President

With copy to (which shall not constitute notice):

Macfarlane Ferguson & McMullen, P.A.
625 Court Street
Clearwater, Florida 33756
Attention: Brian J. Aungst, Jr. Esq.

Noticing addresses may be changed by noticing the other party of such changes.

18.2 Order of Precedence. In the event of any conflict between this Agreement and any exhibits or other documents entered into in connection herewith, or in the event of a conflict between this Agreement and any sublease entered into or approved by the Lessee, then the provisions of this Agreement shall prevail.

18.3 Corporate Status. Lessee shall keep its corporate status active and current throughout the term of this Agreement.

18.4 Annual Report. Lessee shall furnish to Lessors each year no later than one (1) month after the anniversary of this Agreement an annual report. This report will be in a form satisfactory to the City Manager or designated representative and Lessors, may at their option inspect Lessee's financial and other records relating to the preparation of this report upon written notice. The annual report shall contain the following materials and information:

1. A complete financial statement (income and expense report) for Lessee prepared in accordance with generally accepted accounting principles and this Agreement. This statement shall be certified by Lessee's Certified Public Accountant and shall indicate Lessee's sources of income including the amount of gross sales at and/or from the Property during the monthly periods reported by the statement in the amount of year-to-date gross sales for Lessee's fiscal year;
2. Sources of all revenue from Lessee and any tenants;
3. A certification of Lessee's current corporate status from the State of Florida;
4. A compilation of all insurance certificates required by this Agreement for Lessee.

18.5 Attorneys' Fees and Expenses. In the event of the breach of any of the covenants, conditions, or obligations contained herein by Lessee, or if it becomes necessary for Lessors to employ attorneys to enforce its rights accruing as a result of such breach, Lessee agrees to pay Lessors' reasonable attorneys' fees and all costs of court and expenses incurred as a result thereof.

18.6 Entire Agreement. This Agreement, the exhibits, and any documents executed in connection with this Agreement, constitute and express the entire agreement of the Parties hereto and no agreements, warranties, representations, or covenants not herein expressed shall be binding upon the Parties.

18.7 Captions. Captions appearing before articles and sections in this Agreement have been inserted solely for the purposes of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the articles or sections to which they pertain.

18.8 Good Faith. It is agreed that the Parties shall perform their respective duties under the terms of this Agreement in good faith.

18.9 Relationship of Lessors and Lessee. It is expressly understood that the relationship of Lessee to Lessors will be that of a landlord-tenant. Lessee and all persons employed by Lessee, either directly or indirectly, are Lessee's employees, not Lessors' employees. Accordingly, Lessee and Lessee's employees are not entitled to any benefits provided to Lessors' employees including but not limited to health benefits, enrollment in a retirement system, paid time off, or other rights afforded Lessors' employees. Lessee's employees will not be regarded as Lessors' employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any of Lessee employees or subcontractors assert a claim for wages or other employment benefits against Lessors, Lessee will defend, indemnify, and hold harmless Lessors from all such claims. Nothing herein contained is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture between Lessors and Lessee.

18.10 Invalid or Illegal Provision(s). If any one or more provisions of this Agreement are for any reason held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision of this Agreement, which will be construed as if it had not included the invalid, illegal, or unenforceable provision. The Parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

18.11 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 department.

18.12 Amendment. No amendment to this Agreement shall be effective unless it is in writing and signed by each of the Parties.

[Signature Page(s) to Follow]

[Rest of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties and is effective as of this ____ day of _____ 2025.

(LESSOR 1 SIGNATURE PAGE)

CITY OF CLEARWATER, FLORIDA,
a Florida municipal corporation.

Bruce Rector

Mayor

Date: _____

By: _____

Jennifer Poirrier

City Manager

Date: _____

Approved as to form:

Attest:

Matthew J. Mytych, Esq.

Assistant City Attorney

Date: _____

Rosemarie Call

City Clerk

Date: _____

(LESSOR 2 SIGNATURE PAGE)

COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF CLEARWATER, FLORIDA,
a public body corporate and politic of the State of
Florida.

By: _____
Bruce Rector
CRA Chairman
Date: _____

Approved as to form:

Attest:

Matthew J. Mytych, Esq.
CRA Attorney
Date: _____

Rosemarie Call
City Clerk
Date: _____

(LESSEE SIGNATURE PAGE)

CLEARWATER URBAN LEADERSHIP
COALITION, INC, a Florida not-for-profit
corporation.

By: _____

Print name: _____

Title: _____

Date: _____

STATE OF FLORIDA)

COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me by means ☐ physical presence or ☐ online
notarization, this ____ day of _____, 2025 by _____, as
_____ of _____ who ☐ is/are personally known to me or ☐ who
has/have produced a driver's license as identification.

(NOTARIAL SEAL)

Notary Public, State of Florida

Name of Notary: _____

My Commission Expires: _____

My Commission No.: _____

Exhibit "A"
LEGAL DESCRIPTION OF PROPERTY

PROPERTY 1:

Lot 17 of Block "C" of Greenwood Park, according to the map or plat thereof as recorded in Plat Book 8, Page 22 of the Public Records of Pinellas County, Florida.

Together with:

Lot 18 of Block "C" of Greenwood Park, according to the map or plat thereof as recorded in Plat Book 8, Page 22 of the Public Records of Pinellas County, Florida.

Together with:

Lot 19 of Block "C" of Greenwood Park, according to the map or plat thereof as recorded in Plat Book 8, Page 22 of the Public Records of Pinellas County, Florida.

PROPERTY 2:

Lot 16 of Block "C" of Greenwood Park, according to the map or plat thereof as recorded in Plat Book 8, Page 22 of the Public Records of Pinellas County, Florida.

Exhibit "B"
TERMS AND CONDITIONS

- S.1 **SUBCONTRACTING.** Lessee may subcontract work under this Agreement without the express written permission of Lessors, provided, however, that Lessee shall ensure that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Lessee and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
- S.2 **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.
- S.3 **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the Parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.
- S.4 **TIME OF THE ESSENCE.** Time is of the essence to the performance of the Parties' obligations under this Agreement.
- S.5 **COMPLIANCE WITH APPLICABLE LAWS.**
- a) **General.** Lessee must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business, unless Lessors' involvement is required by law. Lessee must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Lessee bears full responsibility for training, safety, and providing necessary equipment for all Lessee personnel throughout the term of this Agreement. Upon request, Lessee will demonstrate to Lessor's satisfaction any programs, procedures, and other activities used to ensure compliance.
 - b) **Drug-Free Workplace.** Lessee is hereby advised that Lessors have adopted a policy establishing a drug-free workplace for itself and those doing business with Lessors to ensure the safety and health of all persons working on Lessors' contracts and projects. Lessee will require a drug-free workplace for all Lessee personnel working under this Agreement. Specifically, all Lessee personnel who are working under this Agreement must be notified in writing by Lessee that they are prohibited from the manufacture, distribution, dispensation, or unlawful possession or use of a controlled substance in the workplace. Lessee agrees to ensure that Lessee personnel do not use or possess illegal drugs while in the course of performing their duties.
 - c) **Federal and State Immigration Laws.** Lessee agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit Lessors and their agents to inspect applicable personnel

records to verify such compliance as permitted by law. Lessee will ensure and keep appropriate records to demonstrate that all Lessee personnel have a legal right to live and work in the United States.

- (i) As applicable to Lessee, under this provision, Lessee hereby warrants to Lessors that Lessee will comply with and ensure each of its subcontractors are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees (hereinafter “Lessee Immigration Warranty”).
 - (ii) A breach of Lessee Immigration Warranty will constitute as a material breach of this Agreement and will subject Lessee to penalties up to and including termination of this Agreement at the sole discretion of Lessors.
 - (iii) Lessors retain the legal right to inspect the papers of all Lessee personnel who provide services under this Agreement to ensure that Lessee or its subcontractors are complying with Lessee Immigration Warranty. Lessee agrees to assist Lessors in regard to any such inspections.
 - (iv) Lessors may, at their sole discretion, conduct random verification of the employment records of Lessee and any subcontractor to ensure compliance with Lessee Immigration Warranty. Lessee agrees to assist Lessors in regard to any random verification performed.
 - (v) Neither Lessee nor any subcontractor will be deemed to have materially breached Lessee Immigration Warranty if Lessee or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act.
- d) **Nondiscrimination.** Lessee represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Lessee and Lessee’s personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.

S.6 **SALES/USE TAX, OTHER TAXES.** Lessee is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Lessee’s services under this Agreement other than real property taxes, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Lessee or any Lessee employees an employee of Lessors, or should anyone

otherwise claim Lessors are liable for the payment of taxes that are Lessee's responsibility under this Agreement, Lessee will indemnify Lessors for any tax liability, interest, and penalties imposed upon Lessors.

- S.7 **AMOUNTS DUE TO LESSORS.** Lessee must be current and remain current in all obligations due to Lessors during the performance of services under the Agreement. Payments to Lessee may be offset by any delinquent amounts due Lessors or fees and charges owed to Lessors.
- S.8 **PUBLIC RECORDS.** In addition to all other contract requirements as provided by law, Lessee by executing this Agreement agrees to comply with public records law. Lessee's agreement to comply with public records law applies specifically to:
- a) Keep and maintain public records required by Lessors (hereinafter "public agency") to perform the service being provided by Lessee hereunder.
 - b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, as may be amended from time to time, or as otherwise provided by law.
 - c) Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Lessee does not transfer the records to the public agency.
 - d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Lessee or keep and maintain public records required by the public agency to perform the service. If Lessee transfers all public records to the public agency upon completion of the contract, Lessee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Lessee keeps and maintains public records upon completion of the contract, Lessee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
 - e) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify Lessee of the request and Lessee must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

- f) Lessee hereby acknowledges and agrees that if Lessee does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- g) If Lessee fails to provide the public records to the public agency within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.
- h) If a civil action is filed against Lessee to compel production of public records relating to a public agency's contract for services, the court shall assess and award against Lessee the reasonable costs of enforcement, including reasonable attorney fees, if:
 - 1) The court determines that Lessee unlawfully refused to comply with the public records request within a reasonable time; and
 - 2) At least five (5) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that Lessee has not complied with the request, to the public agency and to Lessee.
 - i. A notice complies with subparagraph (h)(2). if it is sent to the public agency's custodian of public records and to Lessee at Lessee's address listed on its contract with the public agency or to Lessee's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format. If Lessee complies with a public records request within five (5) business days after the notice is sent, it is not liable for the reasonable costs of enforcement.

S.9 BACKGROUND CHECK. Lessors may conduct criminal, driver history, and all other requested background checks of Lessee personnel who would perform services under the Agreement or who will have access to Lessor's information, data, or facilities in accordance with Lessor's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

S.10 CONTINUATION DURING DISPUTES. The Parties agree that during any dispute between the Parties, each will continue to perform its obligations until the dispute is settled, performance is enjoined or prohibited by judicial action, or the Parties are otherwise required or obligated to cease performance by other provisions in this Agreement.

- S.11 **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this Agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of this Agreement and will not be deemed a waiver of any such rights or remedies.
- S.12 **WARRANTY.** Each party warrants that the services and materials will conform to the requirements of this Agreement. Additionally, each party warrants that all services will be performed in a good, workman-like and professional manner. If any materials or services are of a substandard or unsatisfactory manner as determined by the other party, in good faith, the providing party, at no additional charge to the other, will provide materials or redo such services until in accordance with this Agreement and to the other party's reasonable satisfaction. Unless otherwise agreed, Lessors and Lessee warrant that materials used will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.
- S.13 **LESSORS' RIGHT TO RECOVER AGAINST THIRD PARTIES.** Lessee will do nothing to prejudice Lessors' right to recover against third parties for any loss, destruction, or damage to the Property, and will at Lessors' request and expense, furnish to Lessors reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of Lessors in obtaining recovery.
- S.14 **USE OF NAME.** Lessee will not use the name of Lessors in any advertising or publicity without obtaining the prior written consent of Lessors.
- S.15 **PROHIBITED ACTS.** Pursuant to Florida Constitution Article II, Section 8, a current or former public officer or employee within the last two (2) years shall not represent another organization before Lessors on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion.
- S.16 **RISK OF LOSS.** Except as otherwise provided in this Agreement, each party agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing any services, to the extent such party provides the services, and such loss, injury, or destruction will not release the party from any obligation hereunder.
- S.17 **SAFEGUARDING LESSORS' PROPERTY.** Except as otherwise provided in this Agreement, Lessee will be responsible for any damage to Lessors real property or damage or loss of Lessors' personal property when such property is the responsibility of or in the custody of Lessee or its employees to the extent that such damage is caused by gross negligence of Lessee or its employees.

- S.18 **WARRANTY OF RIGHTS.** Each party warrants it has title to, or the right to allow the other to use the materials and services being provided to the other and that the party receiving materials or services may use same without suit, trouble or hindrance from providing party or third parties.
- S.19 **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, each party (the “Indemnifying Party”) will without limitation, at its expense defend the other party (the “Indemnified Party”) against all claims asserted by any person that anything provided by Indemnifying Party infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the Indemnified Party in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the Indemnified Party's use or operation of the items provided by Indemnifying Party hereunder or any part thereof by reason of any alleged infringement, Indemnifying Party will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the Indemnified Party the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the Indemnified Party an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the Indemnified Party may incur to acquire substitute supplies or services.
- S.20 **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, hostilities (whether declared or not), invasion, riots, civil unrest, embargos or blockades, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, telecommunication breakdowns, power outages or shortages, inability or delay in obtaining supplies of adequate or suitable materials, fire, explosion, other catastrophe or disaster, including epidemics, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred and twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the Parties.
- S.21 **GOVERNING LAW, VENUE.** This Agreement is governed by the laws of the State of Florida. The exclusive venue selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Pinellas County, Florida.

- S.22 **INTEGRATION CLAUSE.** The Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the Parties and constitutes the entire agreement between the Parties with respect to the work to be performed.
- S.23 **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.
- S.24 **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

Exhibit "C"
NO COERCION FOR LABOR OR SERVICES ATTESTATION

Pursuant to Section 787.06(13), F.S., this form must be completed by an officer or representative of a nongovernmental entity when a contract is executed, renewed, or extended between the nongovernmental entity and a governmental entity.

Clearwater Urban Leadership Coalition, Inc. does not use coercion for labor or services as defined in Section 787.06, F.S.

Under penalty of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true and correct.

Signature: _____

Printed Name: _____

Title: _____

Date: _____