

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter the "Lease") made this 14th day of May, 2024, by and between HERNANDO COUNTY, a political subdivision of the State of Florida ("Landlord"), and HERNANDO/CITRUS METROPOLITAN PLANNING ORGANIZATION, an intergovernmental transportation planning agency ("Tenant"), collectively the "Parties."

RECITALS

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Fla. Stat. § 163.01, authorizes the Landlord and the Tenant to enter into an interlocal agreement with each other in order to exercise any "power, privilege, or authority which such agencies share in common and which each might exercise separately;" and,

WHEREAS, on July 22, 2014, the Parties entered into the "Interlocal Agreement for Administrative Services by and Between Hernando County and the Hernando/Citrus Metropolitan Planning Organization" (hereinafter the "Administrative Services Interlocal"); and,

WHEREAS, pursuant to § 3(d) of the Administrative Services Interlocal, the County is required to provide the MPO with adequate office space, for which the MPO must pay rent; and,

WHEREAS, this Lease Agreement is authorized pursuant to Fla. Stat. §§ 125.01(1)(p) and 163.01 as an interlocal agreement.

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein, the Parties hereto agree as follows:

1. **Recitals.** The above recitals are true and accurate and are incorporated herein as essential terms of this Lease.

2. **Premises.** The Premises consist of the approximately 1,090 square feet of the offices located at 789 Providence Blvd., Brooksville, Florida 34601 (the "Office Building"), that are designated in yellow on Exhibit "A" attached hereto. The Landlord reserves the right, but not the obligation, to lease the remainder of the Office Building to a private party of its sole choosing or to use any or all of the remainder for its own use.

3. **Use of Premises.** The Tenant shall use the Premises for general offices and storage purposes and for no other purpose without the Landlord's prior written approval. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises or might be considered hazardous by a responsible insurance company.

4. **Initial Term: Possession.** The term of this Lease will begin on **July 1, 2024** (the "Commencement Date") and **will terminate one (1) year from said date on June 30,**

2025 (the "Initial Term") unless renewed pursuant to Paragraph 5 below. The Tenant shall be entitled to possession on the first day of the term of this Lease and shall yield possession to the Landlord on the last day of the term of this Lease, unless renewed or otherwise agreed to by both Parties in writing. Upon the Tenant providing acceptable proof of insurance in accordance with Paragraph 10 below, the Landlord, in its sole option, may allow the Tenant to occupy the Premises early without charge.

5. **Renewal Options.** The Tenant shall have the option to renew this Lease for up to three (3) one-year terms annually ("Renewal Period") under the same terms and conditions as this Lease. In order to exercise its renewal option, the Tenant shall provide the Landlord written notice no later than ninety (90) days prior to the end of the term then in effect of its intent to renew this Lease for an additional one-year term; the failure of the Tenant to provide timely notice to the Landlord shall constitute a waiver of the Tenant's option to renew this Lease under this provision.

6. **Termination Option.** During any Renewal Period hereto, the Tenant shall have the right to terminate this Lease by providing the Landlord with ninety (90) days prior written notice of its intent to terminate. Following proper notice and termination of this Lease, upon all Base Rent and other obligations owed to the Landlord having been paid and/or performed by the Tenant, and upon the Tenant surrendering possession of the premises to the Landlord with the Premises being vacant, clean and free of all trash and debris, then this Lease shall be deemed canceled and each party shall release the other from all claims, disputes, actions and appeals relating to or arising under this lease.

7. **Base Rent.** The Tenant shall pay to the Landlord Annual Base Rent of \$12,535.00 in twelve equal monthly installments of \$1,044.58, payable on the first day of each month, during the first year of this Lease. Base Rent shall be delivered to the Landlord at Hernando County Building Division, 789 Providence Blvd., Brooksville, FL 34601. Base Rent received by the Landlord after the tenth (10th) day of the month will be charged a five percent (5.0%) late fee (\$30.04/month). Rental rate is based on a charge of \$11.50 per square foot of space.

8. **Landlord Responsibilities.**

a. **Availability of Utility Services.** The Landlord shall provide utility services to the Premises adequate for the intended Use of the Premises per Paragraph 3 above.

b. **Landlord Maintenance.** The Landlord shall be responsible for maintaining: (i) the exterior of the Premises; (ii) roof; (iii) roof drains; (iv) exterior walls; (v) foundations; (vi) structural portions; (vii) HVAC systems; (viii) plumbing systems, pipes, and drains (excluding any clogs or stoppages caused by the Tenant); (ix) electrical systems; (x) existing landscaping; (xi) existing striped parking areas; (xii) common areas if any (xiii) replacement of light bulbs and ballasts; (xiv) replacement of HVAC filters; (xv) doors, locks, and keys; (xvi) janitorial service and supplies; (xvii) cleaning; (xviii) pest control service; (xix) garbage and trash removal; (xx) removal of litter in the parking and exterior areas.

c. **Real Property Taxes.** To the extent not otherwise exempt in whole or part, the Landlord shall pay any real property taxes due on the Premises.

9. **Tenant Responsibilities.**

a. **Tenant Maintenance.** The Tenant shall be responsible for maintaining: (i) the interior of the Premises; (ii) security systems if any; (iii) internal telephone and data systems.

10. **Insurance.** The Landlord shall provide fire and extended casualty insurance coverage for the Premises. The Tenant shall provide proof of insurance for its contents and general liability insurance. The general liability insurance shall be in such amount acceptable to the Landlord's Risk Manager.

11. **Improvements and Alterations to the Office Area.** The Tenant shall have the right to improve/alter the interior of the Premises by installing floor coverings, painting interior walls, removing/relocating existing interior walls, removing /relocating millwork, and similar interior improvements and alterations (the "Tenant Improvements"), subject to the prior approval of the Landlord and which approval shall not be unreasonable withheld, conditioned, or delayed. All Tenant Improvements shall be at the Tenant's sole cost and expense. All Tenant Improvements shall be performed in a good workmanship-like manner by the appropriately licensed contractors and tradesmen, and all applicable permits obtained.

12. **Tenant Improvement Allowance.** The Tenant shall not receive any allowance, credit, or offset from the Landlord for any alterations or improvements it undertakes, or causes to be undertaken, to the Premises in connection with this Lease.

13. **Security Deposit.** No security deposit shall be required from the Tenant.

14. **Exterior Sign.** With the prior approval of the Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed, the Tenant may install an exterior sign in accordance with the County's land development regulations. Tenant shall be responsible for all fees and permits associated with signage.

15. **Parking.** The Tenant shall have the exclusive right to utilize the existing striped parking area associated with the Premises on the south side of the building.

16. **Indemnification/Hold Harmless.** To the extent permitted by law and subject to the limitations contained in Fla. Stat. § 768.28, the Landlord shall indemnify and hold harmless the Tenant and its agents and employees from and against any and all claims, damages, losses, bodily injuries (including death), and expenses, including attorney's fees, arising out of or resulting from any services provided pursuant to this Agreement, but only to the extent such claim, damage, loss or expense is caused in whole or in part by the negligence of the Tenant.

To the extent permitted by law and subject to the limitations contained in Fla. Stat. § 768.28, the Tenant shall indemnify and hold harmless the Landlord and its agents and employees from and against any and all claims, damages, losses, bodily injuries (including death), and expenses, including attorney's fees, arising out of or resulting from any services provided pursuant to this Agreement, but only to the extent such claim, damage, loss or expense is caused in whole or in part by the negligence of the Landlord.

In agreeing to this provision, neither party intends to waive any defense of sovereign immunity or limits on damage to which it may be entitled under Fla. Stat. § 768.28 or as otherwise provided by law. Nothing herein shall be construed as consent by the Landlord or the Tenant to be sued by third parties in any matter arising out of any contract. The parties acknowledge that specific consideration has been exchanged for this provision.

17. **Disclaimer of Third-Party Beneficiaries.** This Lease is solely for the benefit of the Parties and no right or cause of action shall accrue to or for the benefit of any third party that is not a formal party hereto. Nothing in this Lease, express or implied, is intended or shall be construed to confer upon or give any person or corporation other than the Parties any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions of it; and all of the provisions, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties.

18. **Security.** The Tenant shall have the right to install its own security system at its sole costs and expense. In the event the Tenant installs a security system, such security system shall remain part of the Premises at the time the Tenant surrenders the Premises. Tenant shall be responsible for all fees and permits associated with installation of a security system.

19. **Keys and Access.** The Tenant shall have access to the Premises 24 hours a day, 7 days per week. Notwithstanding the foregoing, the Landlord may enter the Premises from time to time, during normal business hours and upon reasonable advance notice to the Tenant, to perform the Landlord's maintenance responsibilities pursuant to Paragraph 8 above and/or to ensure that the Tenant is performing its responsibilities in accordance with Paragraph 9 above.

20. **No Sublease.** The Tenant may not sublease space within the Premises.

21. **Dispute Resolution.** Any dispute to this Lease shall be resolved pursuant to the Florida Governmental Conflict Resolution Act set forth in Fla. Stat. Ch. 164.

22. **Abandonment.** The Tenant's early vacation of the Premises shall not be construed as abandonment, nor shall it be an event of default as long as the Tenant continues to timely make its monthly rental payments to the Landlord and maintains the Premises in accordance with Paragraph 9 above.

23. **Relocation of Tenant.** The Landlord shall not have the right to relocate the Tenant.

24. **Subordination, Non-Disturbance and Attornment Agreement.** The Tenant shall receive appropriate non-disturbance agreements from any present or future mortgagees or holder of any other superior interest in the Premises, if any.

25. **Expiration of Term or Surrender of the Premises.** The Tenant shall not be obligated to restore the Premises to its original layout and condition upon expiration of term or surrender of the Premises; however, the Tenant shall remove all its personal property, goods and effects and peaceably yield up the Premises to the Landlord with the Premises being vacant, clean, and free of all trash and debris. Any alterations or improvements to the Premises made or caused by the Tenant shall remain with the Premises at the time the Tenant surrenders the premises.

26. **Approvals.** This Lease is subject to the approval of the Hernando County Board of County Commissioners and the Hernando/Citrus Metropolitan Planning Organization.

27. **Destruction or Condemnation of Premises.** If the Premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the unit is substantially impaired, the Landlord, in its sole discretion may elect to repair the Premises or terminate the Lease upon thirty (30) days written notice to the Tenant. If the premises are condemned or cannot be repaired within sixty (60) days, this lease will terminate upon thirty (30) days written notice by either party.

28. **Governing Law, Venue, Fees, and Jury Trial Waiver.** This Lease shall be construed in accordance with Florida law. Venue of any claim, dispute, or action shall be Hernando County, Florida. Each party to such claim, dispute, action, or appeal shall bear its own attorney fees and costs. **IN THE EVENT THAT LITIGATION IS FILED BY ANY PARTY TO ENFORCE ANY TERMS OF THIS AGREEMENT, THEN ALL PARTIES AGREE THAT THEY HEREBY WAIVE ANY RIGHT TO A JURY TRIAL ON ANY ISSUES ARISING OUT OF THIS AGREEMENT.**

29. **Public Records.** The Parties shall allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, which have been made or received in conjunction with this Lease.

30. **Force Majeure.** In the event that performance of this Lease by any party is prevented or interrupted by a Force Majeure Event, said party shall not be liable for such nonperformance, but only for the duration or to the extent of said Force Majeure Event and only if said party is not directly or indirectly responsible therefor. Any party claiming to be relieved of any duty pursuant to this Section shall give prompt written notice thereof to the other party. The Parties agree, however, to remedy with all reasonable dispatch the cause or causes preventing a party from carrying out this Agreement. For purposes of this Section, the phrase

“Force Majeure Event” shall mean an event not the fault of, and beyond the reasonable control of, the party claiming excuse which makes it impossible or extremely impracticable for such party to perform obligations imposed on it by this Agreement, by virtue of its effect on the physical facilities and their operation or employees essential to such performance. Force Majeure Events include (a) an “act of God” such as a hurricane, tornado, hail storm, drought, earthquake, flood, climatic event, earth movement, or similar catastrophic event; (b) an act of the public enemy, terrorism, sabotage, civil disturbance or similar event; (c) a strike, work stoppage, picketing or similar concerted labor action; (d) delays in construction caused by unanticipated negligence or breach of contract by a third party or inability to obtain environmental permits or essential materials after diligent and timely efforts; (e) an order or regulation issued by a federal, state, regional or local regulatory agency after the Effective Date or a judgment or order entered by a federal or state court after the Effective Date; or (f) any other action by any third party that makes it impossible or extremely impracticable for a party to perform its obligations under this Agreement.

31. **Mechanics Liens.** Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any kind of lien on the Premises and the filing of this lease constitutes notice that such liens are invalid. Further, the Tenant agrees to (1) give actual advance notice to any contractors, subcontractors, or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps necessary to keep the premises free of all liens resulting from construction done by or for the Tenant.

32. **Entire Agreement.** This lease contains the entire agreement of the parties and there are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Lease.

33. **Amendments.** This Lease may only be modified or amended by a writing duly approved and signed by the Landlord and the Tenant.

34. **Binding Effect.** The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and assigns.

35. **Assignment.** This Lease shall not be assigned.

36. **Effective Date.** This Lease shall be effective upon the date signed by the last party hereto.

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IN WITNESS WHEREOF, the Parties have set their hands and seals below.

ATTEST:

**HERNANDO/CITRUS
METROPOLITAN PLANNING
ORGANIZATION
(TENANT)**

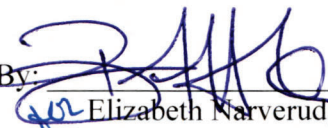
MPO Clerk

By: _____
Jerry Campbell, Chairman
Date: _____

ATTEST:

**HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
(LANDLORD)**


Hindi Kuppel, Deputy Clerk
Douglas Chorvat, Jr.
Clerk and Comptroller

By:  _____
Elizabeth Narverud, Chairperson
Date: 5-14-2024

Approved for Form & Legal Sufficiency

Jon Jouben

County MPO Attorney

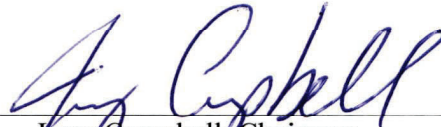
IN WITNESS WHEREOF, the Parties have set their hands and seals below.

ATTEST:

**HERNANDO/CITRUS
METROPOLITAN PLANNING
ORGANIZATION
(TENANT)**


MPO Clerk

By:


Jerry Campbell, Chairman
Date: 4-4-2024

ATTEST:

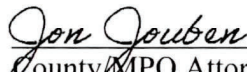
**HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
(LANDLORD)**

Douglas Chorvat, Jr.
Clerk and Comptroller

By:

Elizabeth Narverud, Chairperson
Date: _____

Approved for Form & Legal Sufficiency


County MPO Attorney

DEVELOPMENT SERVICES

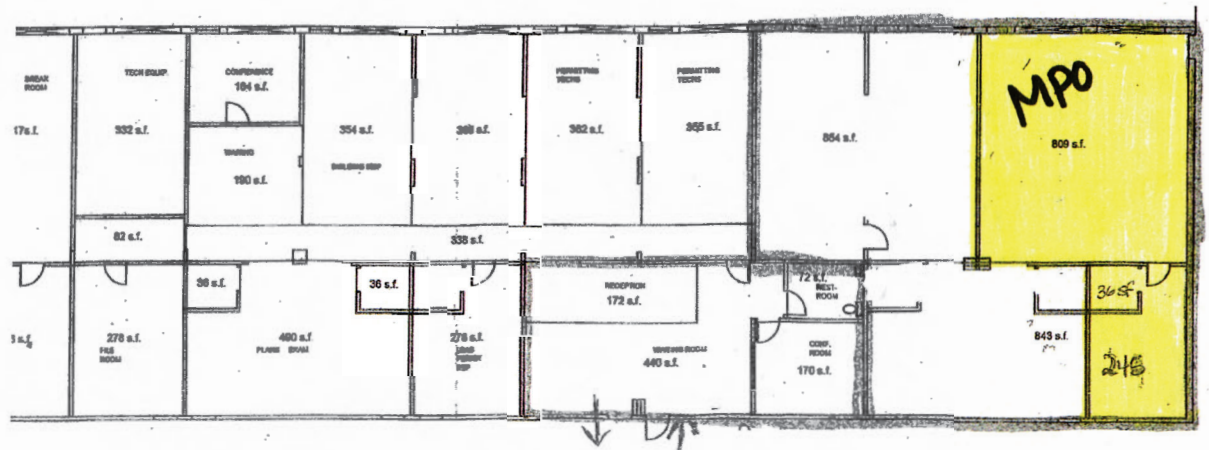


EXHIBIT "A"