

CLAY COUNTY AGREEMENT/CONTRACT NO.: 2020/2021 - _____

**CLAY COUNTY LEASE
[AGING TRUE - SENIOR CENTERS]**

THIS LEASE AGREEMENT ("Lease") is entered into as of the 28th day of September, 2021, by and between Clay County, a political subdivision of the State of Florida (the "Lessor") and Urban Jacksonville, Inc. dba Aging True Community Senior Services, a Florida Not-For-Profit Corporation (the "Lessee").

WITNESSETH

IN CONSIDERATION of the covenants hereinafter contained in this Lease to be performed by the Lessee, and other good and valuable consideration, the receipt of which is hereby acknowledged and objections to the sufficiency and adequacy of which are hereby waived, the Lessor and the Lessee agree as follows:

1. **Leasehold Interest.** The Lessor does hereby let, lease and demise unto the Lessee, the following described four (4) properties lying and being in Clay County, Florida (the "Premises"):

- i. **605 Walnut Street, Green Cove Springs, Florida 32043 (aka Block 27 as shown on the plat of Green Cove Springs recorded in Plat Book 1, page 9, public records of Clay County, Florida)**
- ii. **414 Stowe Avenue, Orange Park, Florida 32073**
- iii. **3916 Section Street, Middleburg, Florida 32068**
- iv. **125 Commercial Circle, Keystone Heights, Florida 32656**

The Lessor does not warrant its title to the Premises leased hereby.

2. **Lease Term.** The term of the Lease is for a one-year term commencing October 1, 2021 and continuing through September 30, 2022, if not terminated earlier as set forth herein.

3. **Rent.** The Lessee shall pay to the Lessor the sum of one dollar (\$1) per year as rent due and payable in advance at the beginning of each year for the term's duration.

4. **Surrender.** Upon the expiration of the term or upon early termination of this Lease as provided herein, the Lessee shall vacate the Premises and remove therefrom all of its personal property, furnishings, and belongings, and shall surrender the Premises in as good condition in all respects as it was originally tendered to the Lessee, reasonable wear and tear excepted

5. **Uses.** The Lessee shall abide by, and comply with all applicable laws, rules, regulations, ordinances, orders, codes, and policies of the County, the State, and the Federal governments. Failure to do so shall result in termination of this Lease by the Lessor if the Lessee fails to immediately cure. The Lessee shall use the Premises only for those purposes necessary to provide essential services to the older population of Clay County.

6. **Uses Prohibited.** The Lessee shall make no unlawful, improper, or offensive use of the Premises. The Lessee shall not use or permit the Premises to be used in violation of any valid present or future laws, ordinances, codes, rules or regulations of any public or governmental authority at any time applicable thereto, including those related to sanitation or the public health, safety, or welfare during the term of the Lease.

7. **Signage.** The Lessee shall not place any signage or any other type of visual graphic or display on the Premises without the prior written consent of the Lessor. Any such signage shall be in strict accordance with the County's Code and any other laws or regulations governing such signage, as may exist or may be enacted by municipal, county or state governing bodies.

8. **Alterations or Improvements.** The Lessee shall make no alterations, changes, or improvements to the Premises without first obtaining the Lessor's written consent for said alteration, change, or improvement. The Lessee agrees and acknowledges that all alterations, changes, or improvements shall be and become the property of the Lessor unless a written agreement between the parties provides otherwise. The Lessee shall not permit any lien to be placed upon the Premises by reason of any approved alteration, change, or improvement.

9. **Maintenance.** Lessee has had an opportunity to examine the Premises, and accepts the same in their current, "AS-IS" condition, without any warranties (Express or Implied) on Lessor's part. The Lessee shall keep the buildings on the Premises and all appurtenances thereto in good, clean, and sanitary condition. The Lessee shall provide and pay for janitorial services on the Premises. The Lessor shall maintain the buildings, other improvements, and landscaping now situated upon the Premises in a reasonable manner and in good repair. Any cosmetic work to the buildings upon the Premises shall be performed at the sole discretion of the Lessor.

10. **Entry.** The Lessor shall have the right to enter upon the Premises at any and all reasonable times for the purpose of inspection and conducting any alterations, repairs, or maintenance to the Premises or to any of the buildings on the Premises, and for the purpose of permitting same.

11. **Utilities.** Lessee shall be responsible for and shall pay all utility costs, including, but not limited to, water, sewage, electricity, gas, fuel, oil, Internet, telephone, and cable TV associated with the leased Premises during the term of this Lease.

12. **Disposal Services.** The Lessee shall be responsible at its sole cost and expense for the collection and disposal of all garbage located on the Premises at all times. The Lessee shall also be responsible for disposal of any hazardous waste in accordance with State and Local laws and ordinances at the Lessee's expense.

13. **Parking.** In that onsite parking is inadequate for the size and capacity of the Walnut Street property, the Lessee shall be solely responsible for the securing of leases or other agreements for offsite parking to ensure that parking for the Walnut Street property is adequate to meet all applicable regulatory requirements. The Lessee shall extend to the Lessor parking privileges at the Premises as currently being utilized by the Lessor.

14. **Non-Profit/Charitable Organization Status.** The Lessee must at all times during the term of this Lease be registered and in good standing with the Department of State, Division of Corporations as a Florida Not-For-Profit Corporation and be eligible to receive tax-deductible charitable contributions as an exempt non-profit organization under Section 501(c)(3) of the Internal Revenue Code. Upon Lessor's request, Lessee shall provide to the Lessor a copy of its annual certificate of active status as a Florida Not-For-Profit Corporation and a copy of its certification as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code.

15. **Insurance.**

a. The Lessee understands and agrees that it will be solely responsible for insuring all personal property located in and around the Premises, including, but not limited to, the contents, supplies, and equipment. The total cost for the repair or replacement of personal property located in the buildings and any other personal property of the Lessee located on the property at the Premises shall be borne solely by the Lessee.

b. The Lessee at its sole expense shall cause to be issued by responsible insurance companies and in forms acceptable to the Lessor insurance for the protection of the Lessee and the Lessor against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged or attributable to or recovered from either or both of them by reason of damage to the property of, injury to or death of any person or persons on account of any matter or event which may occur on the Premises. The Lessees shall secure and maintain in effect at all times during the term of this Lease General Liability insurance in the amount of \$1,000,000 for each occurrence, \$1,000,000 for damage to rented Premises, \$10,000 for medical expenses, \$1,000,000 for personal and advertising injury, and \$2,000,000 general aggregate; provided, such coverage may be limited by the usual and customary limitations and conditions contained in standard owner-landlord-and-tenant policies written by the majority of stock or mutual insurance companies doing business in the State of Florida, and provided these policies shall protect the Lessee and the Lessor from product liability claims in the amounts set forth in this paragraph.

c. The Lessee at its sole expense shall cause to be issued by responsible insurance companies and in forms acceptable to the Lessor fire insurance for the buildings and improvements located on the Premises in an amount equal to 100% of insurable value of each building and improvement located on the Premises. All such policies shall contain a waiver of subrogation by the insurer against the Lessor. The proceeds of any payment under such policies shall be remitted to the Lessor and applied to the repair or replacement of the building or improvement damaged or lost. The Lessee shall pay any additional cost to complete any such repair or replacement over and above the insurance proceeds. If the Lessee declines to pay said additional cost, then the Lessor may declare this Lease terminated and retain the insurance proceeds for its own account.

d. Either prior to, or simultaneously with the execution of this Lease, the Lessee must deliver a certificate of insurance for the required insurance coverage to the Lessor's Purchasing Department. The certificate(s) of insurance for the required coverage, shall name "**Clay County, a political subdivision of the State of Florida; and The Board of Lessor Commissioners, Clay Lessor, Florida, its employees, agents, boards and commissions, as their interests may appear**" as "**Additional Insured.**" The Lessee shall provide thirty (30) day prior written notification to the Lessor in the event coverage is cancelled, modified, or non-renewed. If any required insurance coverage is cancelled, terminated or revoked, the Lessee shall immediately suspend its operations until replacement insurance is obtained and verified, and this Lease may be deemed null and void by Lessor at its discretion. Failure to provide a copy of the required insurance policy or policies shall constitute a default, and if the Lessee fails to cure the default, Lessor shall terminate this Lease.

16. **Termination.** This Lease is subject to cancellation and termination without cause by either party upon 30 days prior written notice. This Lease shall automatically terminate if the Lessee discontinues providing community services for the older population of Clay County, including but not limited to the adult day health care program, the Alzheimer Disease initiative program, the energy assistance program, the congregate meals program, the home care for the elderly program, the home delivered meals program, and the surplus food program. The County Manager is authorized by Lessor to determine if Lessee defaults under this provision and if so, to immediately provide notice to Lessee of the automatic termination. Upon receipt of notice of termination, Lessee shall vacate the Premises within thirty (30) calendar days. If Lessee fails to timely vacate, Lessor will take action to recover possession.

17. **Indemnification, Waiver of Liability, and Hold Harmless.** Nothing under this Lease or any usage of the Premises shall render the Lessor or its directors, officers, employees, agents, and representatives liable for damage to any of the Lessee's personal property or liable for personal injury resulting from any activities or services in or usage of the Premises or that of its volunteers, employees, agents or visitors. The Lessee agrees to protect, indemnify, defend, save, and hold harmless the Lessor and its directors, officers, employees, agents, and

representatives, from and against any and all liability of any kind whatsoever for loss or damage to the building or the Premises or death or injury to persons that may occur as a direct or indirect result of the operation, use, maintenance, activities or services of the Lessee or that of its volunteers, employees, agents or visitors, which are related to Lessee's operation, use, or maintenance of the Premises, whether caused by the negligent or intentional activities, actions, or inactions of the Lessee or that of its volunteers, employees, agents or visitors. The Lessee shall be solely responsible for its own personal property, vehicles, equipment, contents, etc., and shall not look to the Lessor in the event any personal property becomes damaged or causes damage or personal injury to a third party. The Lessee understands that this waiver includes any claims based on partial or sole negligence, recklessness, action or inaction of the Lessee or that of its volunteers, employees, agents or visitors; and includes any claims based on partial or sole negligence, recklessness, action or inaction of the Lessor or its directors, officers, employees, agents, and representatives. By execution of this Lease, the Lessee acknowledges that it is its intention to exempt and relieve the Lessor and its directors, officers, employees, agents, and representatives from any and all liability arising out of Lessee's operation, use, or maintenance of the Premises, including, but not limited to, liability for personal or bodily injury, damage or loss of property, or wrongful death.

18. **Sovereign Immunity.** The Lessor does not agree to and shall not indemnify the Lessee or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the Lessor may be construed under this Lease, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of, or modification to, the Lessor's sovereign immunity protections.

19. **Sublease.** The Premises, in whole or in part, shall not be sublet or rented without the Lessor's written consent to do so, which consent may be withheld by the Lessor for any or no reason, with the exception that Lessee shall sublease to the Jacksonville Transportation Authority, the Transportation Disadvantaged provider for Clay County selected by the State of Florida Transportation Disadvantage Commission, the portion of the building located on the Walnut Street property which is currently occupied by Jacksonville Transportation Authority (equating to approximately 20% of the building) and the portion of the parking at the four (4) properties constituting the Premises as currently being utilized for transit services for Clay County.

20. **Public Records.** Lessee acknowledges Lessor's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request and that Lessor is required to comply with the Public Records Laws in the handling of the documents and materials created under this Lease and that the Public Records Laws control over any contrary terms in this Lease.

IF LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LESSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

21. **Audit.** The Lessee shall retain all records relating to this Lease for a period of at least five (5) years after the Lease ends or terminates, whichever occurs first. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, the Lessor reserves the right to examine and/or audit such records, including the financial information of the Lessee.

22. **Taxes.** In that the Lessor is a governmental agency exempt from sales and use taxes, the Lessor shall pay no such taxes, any other provisions of this Lease to the contrary notwithstanding.

23. **Assignment Prohibited.** Under no circumstances shall the Lessee be authorized to assign this Lease or any portion thereof without the prior written consent of the Lessor, and any attempt to do so without such consent shall be null and void.

24. **Mortgaging Prohibited.** Under no circumstances shall the Lessee be authorized to mortgage, pledge, hypothecate or otherwise offer as security for an obligation its leasehold interest under this Lease or any portion thereof, and any attempt to do so shall be null and void.

25. **Amendment or Modification of Lease.** The Lease may only be modified or amended upon mutual written agreement of the Lessor and the Lessee. No oral agreements or representation shall be valid or binding upon either party. No alteration or modification of the Lease terms shall be valid or binding against the Lessor.

26. **Further Assurances.** Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable and necessary to effectuate the purposes and intents of this Lease.

27. **Remedies.** The parties will attempt to settle any dispute arising from this Lease through negotiation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Lease.

28. **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation, mediation, or other action proceeding between the parties arising out of this Lease lies in Clay County, Florida.

29. **Attorneys' Fees.** In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Lease or regarding the rights, remedies, or obligations of the parties arising under this Lease, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees, costs, and expenses against the other party, including fees, costs, and expenses incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend the Lessor's liability beyond the limits established in Section 768.28, Florida Statutes.

30. **Independent Contractor.** Each party will perform its duties under this Lease as an independent contractor. The parties will not be considered to be employees or agents of the other party. This Lease will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

31. **Waiver.** The waiver by the Lessor of any default in performance by the Lessee of any of the terms, covenants or conditions of this Lease shall not be deemed a continuing waiver of that default or any subsequent default.

32. **Resolution.** Clay County's entry into this Lease shall operate as the resolution required pursuant to Section 125.38, Florida Statutes, acknowledging that the Premises are not needed for County purposes and approving the application of the Lessee to use the Premises pursuant to the terms of the Lease and in consideration of the payments as provided herein.

33. **Entire Lease.** This Lease contains the entire agreement between the parties hereto, and no statement or representation of the parties hereto, their agents or employees, made outside of this Lease, and not contained herein, shall form any part hereof or be deemed to supersede any provisions hereof.

34. **Authority.** The parties to this Agreement agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties to the Lease represents and warrants that he/she has full authority to execute this Lease on behalf of such party and that the Lease will constitute a legal and binding obligation of such party.

IN WITNESS WHEREOF, the parties have caused this Lease to have been executed on its behalf as of the day and year first written above.

Clay County, a political subdivision
of the State of Florida

Urban Jacksonville, Inc.
dba Aging True Community
Senior Services

By: _____
Mike Cella, Chairman

By: _____
Teresa K. Barton, CEO

ATTEST:

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

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