

**LEASE AGREEMENT BETWEEN ALACHUA COUNTY AND
CHILDREN’S TRUST OF ALACHUA COUNTY FOR
LEASE SPACE 4010 NW 25TH PLACE, GAINESVILLE, FL 32606, NO. 14219
(Guardian ad Litem)**

THIS LEASE AGREEMENT is made and entered into by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the “County” and, Children’s Trust of Alachua County, an independent special taxing district with a principal business address of 4010 NW 25th Place Gainesville, FL 32606, hereinafter referred to as the ‘Landlord.’ Collectively the County and Landlord are referred to as the “Parties.”

WITNESSETH:

WHEREAS, the County is required by Florida Statutes § 29.008, to provide necessary facility for the Alachua County Office of the Florida Statewide Guardian ad Litem (“GAL”); and

WHEREAS, the County currently leases office space for GAL in Gainesville, FL, and has been informed by the landlord of that facility that the landlord intends not to renew the current lease; and

WHEREAS, the Children’s Trust of Alachua County has space available for lease located in their facility located at 4010 NW 25th Place, Gainesville, FL 32606 and is willing and able to lease certain office space to County for GAL; and

NOW, THEREFORE, in consideration of the mutuality of the rents, covenants, agreements, terms, and conditions hereinafter contained, the Parties hereto do mutually covenant and agree as follows:

1. **The Premises.** The Landlord leases and rents to the County and the County agrees to lease and rent from the Landlord the part of the building located at 4010 NW 25th Place, Gainesville, FL 32606 (“property”) which contains approximately 2000 sq ft office space and 211 sq ft of common space, as more particularly identified in Exhibit A attached hereto and incorporated herein (the “Premise”).
2. **Term.** The term of the Lease shall begin on October 1, 2024 and shall end on September 30, 2026, unless earlier terminated as provided herein (initial term). After this initial term ends, this Agreement will continue to renew automatically for five (5) additional one-year periods on the similar terms and conditions, unless and until earlier terminated as provided herein.
3. **Rent.**

A During the term of this Lease Agreement and any renewal periods, notwithstanding paragraph 4(c) below, the County agrees to pay Landlord the sum of \$5,208.00 per month as rent for the Premise used by GAL. This rent amount includes all utilities and

maintenance costs associated with the property. The rent amount may be increased at the beginning of any renewal period by an amount equal to the Consumer Price Increase (CPI) Increase. The CPI Increase means the change in the most recently available Bureau of Labor Statistics CPI

All rental payments shall be due on the first day of each month. The Landlord shall provide a monthly invoice by the 21st day of the previous month to the County at the following address:

Alachua County Facilities Management
915 SE 5th Street
Gainesville, Florida 32601
FacFiscal@alachuacounty.us

- B The Tenant shall submit, deliver or mail monthly rental payments to Children's Trust of Alachua County to 4010 NW 25th Place, Gainesville, FL 32606. The Tenant certifies that, as a governmental entity, it is exempt from state sales tax. The Tenant's tax-exempt number is 85-8013937423C-9.
 - C. Rent may be adjusted, at the option of the Landlord, on the anniversary date of the Lease with rent changing by an amount equal to the Consumer Price Index (CPI) of the previous 12 months, not to exceed 3% for each year above the previous year's rent.
 - D. It is expressly agreed by and between the Parties that all obligations under this Lease are conditioned upon and subject to the availability of funds lawfully appropriated and budgeted annually for the purposes stated herein at a level which, in the sole discretion of the respective Parties, permits the successful continuation of such purposes. In the event either Party chooses to discontinue said purposes or arrangements due to the unavailability of funds, that Party shall terminate this Lease without further obligation or penalty by giving at least forty-five (45) days' written notice to the other Party prior to the beginning of the proposed termination date.
5. **Alterations and Improvements.** The County and GAL may make alterations to the leased Premises during the term of the Lease, with written approval of the Landlord. At the termination of the Lease term by lapse of time or otherwise, the County and GAL shall have the right to remove all personal property and fixtures of the County or owned by GAL brought onto or into the Premises by the County or GAL or at the expense of the County or GAL.
6. **Use of Premises.** The Parties agree that use of the Premises will be for Guardian ad Litem, for its office use and business activities and any other activities deemed necessary to conduct public business of the Alachua County Office of the Florida Statewide Guardian ad Litem.
7. **Compliance with Law.** The Parties shall comply with all federal, state, and local laws pertaining to zoning, fire protection, construction, and maintenance of the Premise. The Landlord agrees to assume full financial responsibility for compliance with these laws, rules,

ordinances, to include Titles II and III of the American with Disabilities Act, state and local laws pertaining to zoning, construction, handicap requirements as provided for in Chapter 553, Part V, Florida Statutes, and maintenance of the property. The Landlord shall be responsible for the provision, maintenance, and repair of all fire protection equipment necessary to conform with city, county, and state fire protection laws, rules, ordinances, codes, regulations, and handicap requirements required by Chapter 553, Part V, Florida Statutes.

8. **Surrender of Premises.** Upon termination of the lease term, by lapse of time or otherwise, the County shall surrender the Premises in as good a condition as the same was received at the commencement of the lease term, with reasonable use, wear, tear, and damage, only, expected.
9. **Services and Repairs.** The responsibilities of the County and Landlord for maintenance, services and repairs for the property and/or Premise are governed under a current Memorandum of Understanding (MOU) executed between Alachua County and the Children's Trust of Alachua County, attached hereto as Exhibit B, as may be amended. The Parties acknowledge that the MOU, as may be amended, outlines additional support and provisions provided by Alachua County's Facilities Management Department.
10. **Utilities and Services.** Utilities to be charged to the County will be included in the rent payment. This amount was estimated based on the percentage of square footage of the Premise to be occupied by GAL.
11. **Inspection.** The Landlord or its representative, successors, or assigns shall have access to the Premises at all reasonable times for the purpose of inspecting the Premises or taking such action as may be necessary to protect the Premises from loss or damage; provided, however, that the Landlord's right of entry and inspection shall be subject to security requirements of the County. The Landlord agrees to provide reasonable and adequate advance notice to the County of any inspection and the Tenant shall have the right to have a Facilities staff member and GAL employee present during any inspection. Landlord shall inform Facilities no later than 48 hours of any planned inspection.
12. **Title Status.** The Landlord represents that it owns the Premises in fee-simple, subject only to encumbrances, assessments, and restrictions which will not interfere with the intended use of the Premises, and that it has the full right, power, and authority to enter into this Lease for the term herein granted.
13. **Insurance and Liabilities.**
 - A The Landlord shall obtain fire and extended coverage insurance upon the property, the Premises and improvements thereto in their full insurable value. The Landlord shall provide to the County proof of such insurance coverage prior to the County taking occupancy of the premises. Tenant is responsible for its personal property housed or kept within the Premise.
 - B The County has in place a program of self-insurance pursuant to Florida Statutes Sections 111.072, 136.091 and 768.28. That the self-insurance program provides coverage for claims which emanate from Automobile Physical Damage and Public Liability incidents

arising from Automobile Liability (both Bodily Injury and Property Damage), Commercial General Liability, and Workers' Compensation with a limit of liability not to exceed \$300,000 per accident.

C The Parties agree that each Party shall be responsible for their own negligence and that of their employees. Nothing contained herein shall constitute a waiver by the County or the Landlord of its sovereign immunity, the limits of liability or any other provisions of §768.28, Florida Statutes.

14. **Assignments.** This Lease Agreement is not assignable.
15. **Sublease.** The County may not sublease the Premises without Landlord's prior written permission, which shall not be unreasonably withheld.
16. **Non-Waiver.** The failure of any party to exercise any right in this Agreement will not waive such right.
17. **Cumulative Remedies.** All of the rights, powers, and privileges conferred by this Lease upon the Parties shall be cumulative and in addition to those otherwise provided by law, and shall not be deemed to preclude those rights and remedies provided by law.
18. **Entire Agreement, Modification and Waiver.** This Lease contains the entire agreement of the parties and supersedes all prior lease agreements. Any representations, inducements, promises, agreements or otherwise between the Parties not embodied in this instrument shall be of no force or effect. No amendment or modification of this Lease shall be valid unless and until the same is reduced in writing and executed by both Parties. No failure of a Party to exercise any power given by this instrument, or to insist upon strict compliance of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of the future right to demand exact compliance with the terms of this lease.
19. **Signs.** The County, at its expense, may place signs on the property and the Premise upon approval of the Landlord's Executive Director or designee. All signage must be approved by Landlord prior to installation and be consistent with the signage of the rest of the building. Signs must be removed by the County at the end of the Lease. Damage caused by erection or removal shall be paid by the County.
20. **Landlord's Covenant of Quiet Enjoyment.** So long as the County is not in default under the conditions and during the term of this lease and any extension of said term, the County's and GAL's quiet and peaceful enjoyment of the Premises shall not be disturbed or interfered with by anyone claiming by, through, or under the Landlord.
21. **Police Security.** Landlord has no duty to provide police or security guards at the property. The decision to provide police or security guard shall not give rise to an increased duty of care. The County may enact security measures in and for the Premise.

22. **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County health unit.
23. **Proration.** Rental and other amounts owned by the County shall be prorated between the Landlord and the County as the commencement and end of the lease term, unless otherwise herein agreed to the contrary.
24. **Successor or Assigns.** The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, and assigns of the Parties hereto.
25. **Casualty.** In the event that the leased Premises shall be damaged by fire, explosion, windstorm, hurricane, acts of god, or any other casualty, the Landlord shall initiate any needed repairs with ten (10) days and put the leased Premises in good condition as rapidly as reasonably possible, not to exceed forty-five (45) days, and the County shall be entitled to an abatement of rent during the period of time in which the leased Premises are not suitable for occupancy and not used by the GAL, as determined by the County. If the leased Premises shall be damaged or destroyed to the extent of more than twenty-five (25%), either Party may, at its election, terminate this Lease by giving written notice to the other party within five (5) days after the occurrence of such damage or destruction.
26. **Notices.** Except as otherwise provided herein, any notice, acceptance, request, or approval from either Party to the other Party shall be in writing and sent by hand delivery or certified mail, return receipt requested, and shall be deemed to have been received when either deposited in the United States Postal Service mailbox or personally delivered with signed proof of delivery. The Tenant's representative and the Landlord's representative are:

County: Alachua County Facilities Management
915 SE 5th Street
Gainesville, Florida 32601
FacFiscal@alachuacounty.us

Landlord: Children's Trust of Alachua County
4010 NW 25th Place
Gainesville, FL 32606

A copy of any notice hereunder shall be sent to:

J.K. Irby, Clerk
Attention: Finance and Accounting
12 SE 1st Street

Gainesville, Florida 32602
dmw@alachuaclerk.org

And to:

Procurement Division
Attn: Contracts
12 SE 1st Street
Gainesville, FL 32601
Procurement@alachuacounty.us

27. **Eminent Domain.** In the event any portion of the Property or Premise demised hereunder shall be taken through eminent domain proceedings, then the County shall be entitled to a pro rata reduction in rent based upon the amount of the building and land taken through such eminent domain proceedings, (2) a share of the full compensation paid by the condemning authority based on the term of the Lease, and (3), the County shall have the right to terminate this Lease in the event of such eminent domain proceedings.
28. **Default and Termination.** If either Party fails to fulfill its obligations under this Lease Agreement or if either Party breaches any of the conditions or covenants of this Lease Agreement, the other Party may terminate this Agreement. However, prior to such termination, written notice shall be given to the Party in default stating the failure or breach and providing a reasonable time period for correction of same. In the event the defect or default is not corrected within the stated allotted reasonable time, this Lease Agreement may be terminated upon thirty (30) days prior written notice without further notice or demand and without prejudice to any right or remedy that the Parties may have.
- Either Party may terminate this Agreement, without cause and without penalty, upon giving the other Party at least 60 days advance written notice. The County Manager is authorized to provide notice of termination on behalf of the County. Upon the date of termination, the County will surrender the Premise to the Landlord.
29. **Severability Clause.** If any clause or any of the terms or conditions of this Lease are held to be invalid for any reason, all other clauses or terms and conditions shall remain in full force and effect as set out herein.
30. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
31. **Construction.** This Lease Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this Agreement.

32. **Governing Law.** This Agreement shall be governed in accordance with the laws of the State of Florida. Sole and exclusive venue for all actions arising from this Lease shall be in Alachua County, Florida.
33. **Electronic Signatures.** The Parties agree that an electronic version of this Lease Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Lease Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Lease Agreement and shall provide the Contractor with instructions on how to use said method. Delivery of this Lease Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

IN WITNESS WHEREOF, the Parties have caused this Lease Agreement to be executed for the uses and purposes therein expressed on the day and year written below by the County, through its Chair of the Board of County Commissioners who is authorized to sign, and the Landlord, by its Executive Director, who is authorized to sign.

ALACHUA COUNTY, FLORIDA

By: _____
Mary C. Alford, Chair
Board of County Commissioners
Date: _____

ATTEST:

APPROVED AS TO FORM

Jesse. K. Irby II Clerk

Alachua County Attorney's Office

(SEAL)

CHILDREN'S TRUST OF ALACHUA COUNTY

DocuSigned by:
By: Marsha Kiner
EE7AF0C71C7842D...
Marsha Kiner, Executive Director
Date: 8/26/2024

Approved as to form:
DocuSigned by:
Robert C Swain
274E045D4F99416
Attorney for the Trust

Space schematic redacted, available upon request

MEMORANDUM OF UNDERSTANDING
BETWEEN
ALACHUA COUNTY AND THE CHILDREN'S TRUST OF ALACHUA COUNTY

This Memorandum of Understanding is created to set forth the agreement between Alachua County (County) and the Children's Trust of Alachua County (CTAC) for the provision of certain services by Alachua County in support of the Children's Trust of Alachua County.

WHEREAS, Section 125.901, Fla. Stat., provides that counties, through ordinance and referendum, may establish children's services councils to meet certain community needs for children aged from birth to 18 years; and,

WHEREAS, the County adopted Ordinance 18-08 to establish the CTAC as an independent special district finding that its creation would serve an important public purpose; and,

WHEREAS, the electors of Alachua County voted, on November 6, 2018, to create the Children's Trust of Alachua County; and

WHEREAS, the County and CTAC have a history of cooperation and mutual support; and

WHEREAS, Ordinance 18-08 and Section 126.902, Fla. Stat., provide that counties may provide certain types of support to CTAC and currently provide certain services through an interlocal agreement.

Based upon the foregoing, the parties agree as follows:

1. The CTAC has recently purchased a building and is in need of facilities and planning services in order to prepare its building for occupancy.
2. The County, through its Facilities Management Department, has the ability to provide such services in an efficient manner.
3. The County agrees to provide support, through the Facilities Management Department, and to provide access to the CTAC to its City Works program for the entry of support requests.
4. Attachment 1 to this Agreement sets forth the hourly base rate and benefit rate for the various classes of facilities management employees. CTAC agrees to reimburse the County for the hourly rate including the benefits for all work performed under this Agreement.
5. CTAC shall pay the County within 30 calendar days of being invoiced for the costs set forth herein.
6. The Parties agree that the total cost of these services will not exceed \$50,000.
7. This Agreement shall be effective upon execution by both parties and shall remain in place until terminated for convenience by either party or superseded by an interlocal agreement.

ALACHUA COUNTY FLORIDA

By: Michele Lieberman
Name: Michele Lieberman
Title: County Manager
Date: 1/29/2024

CTAC

By: Martha King
Name: Martha King
Title: _____
Date: 01/24/24

APPROVED AS TO FORM

Diana Johnson
Alachua County Attorney's Office

APPROVED AS TO FORM

Martha King
Counsel to the Trust

ATTACHMENT 1

CLASS	Average of BaseRate	With 33% for Benefits (RATE TO BE PAID)
BUILDING MECHANIC	\$24.91	\$33.21
BUILDING SERVICES COORD	\$33.32	\$44.43
CAPITAL PROJ COORD	\$30.39	\$40.52
CRITICAL FACILITIES MANAGER	\$49.59	\$66.13
CUSTODIAN	\$17.74	\$23.65
FACIL JANITORIAL SUPV	\$21.67	\$28.89
FACIL MAINT COORD	\$33.72	\$44.96
FACILITIES DATA MGMT COORD	\$38.80	\$51.73
FACILITIES MANAGEMENT DIRECTOR	\$71.61	\$95.52
FACILITIES PRESERVATION PROJECTS COORDINATOR	\$31.87	\$42.49
HVAC MECHANIC	\$32.24	\$42.99
LANDSCAPE MAINT WKR	\$18.20	\$24.26
MAINTENANCE WORKER	\$19.81	\$26.46
SR STAFF ASSISTANT	\$21.81	\$29.12
WORK ORDER TECHNICIAN	\$19.61	\$26.15