
TO : Nicolas C. Mimms, P.E., City Manager

FROM : James M. Messer, Esq., City Attorney 

RE : Representative Lee Lease

DATE : July 5, 2016

The subject agreement has been reviewed as follows:

Attached is a new lease for Representative Lee to continue using the first floor office space in City Hall. A new lease was prepared because per the terms of the prior lease, Lessee had one option to renew for an additional two years, which he exercised in 2014. The renewal lease agreement entered into pursuant to that option terminates on November 30, 2016.

The term of this lease begins December 1, 2016 and expires on November 30, 2018. As was provided in the previous lease, Representative Lee has the option to renew the lease for an additional two years.

In accordance with Section 13(d) of the City Charter, the lease agreement must be approved by the City Commission by resolution reciting the terms and conditions of the lease. You may prepare a standard form Resolution for Commission approval and rather than recite the terms of the lease in the resolution, you may reference the lease therein and attach it as an exhibit.

This matter should be scheduled for Commission approval prior to the termination of the current lease extension agreement, which as noted above, ends November 30, 2016.

Please feel free to contact this office if you have comments or inquiries concerning this matter.

Attachment

c: Mike Reals, Director of Public Works
Linda W. Cox, City Clerk

**NON-ASSIGNABLE
LEASE AGREEMENT FOR OFFICE SPACE AT CITY HALL**

This agreement (Lease) for certain office space located at City Hall, made and entered into effective as of December 1, 2016, between the City of Fort Pierce, a Florida municipal Corporation (Lessor) and Larry Lee, Jr., as Florida State Representative, District 84, (Lessee).

1. LEASED PREMISES

Lessor hereby leases to Lessee certain office space located at City Hall, 100 N. US Highway One, Fort Pierce, Florida, 34950. That office space is more particularly described as approximately 500 square feet of floor area at City Hall, as identified on the sketch in Exhibit "A" (Administrative Services Office), attached hereto (Leased Premises). Lessor also hereby grants to Lessee and Lessee's employees, agents, invitees, licensees and vendors the nonexclusive right to use the common areas of the building, including, but not limited to the bathrooms and conference rooms.

2. USE

Lessee shall use and occupy the Leased Premises for the purpose of a governmental public office for a Florida State Representative, District 84, and for no other purpose.

3. TERM

The term of this lease shall commence on December 1, 2016 and shall continue until expiration on November 30, 2018 (the Term), and may be extended as hereinafter provided. Notwithstanding anything to the contrary contained herein, Lessee and Lessor shall each have the right to terminate this lease upon thirty (30) days written notice by the terminating party delivered as hereinafter set forth.

4. OPTION TO RENEW

Provided this lease is in good standing and Lessee is not in default hereunder, Lessor hereby grants to Lessee the option to extend this lease for an additional two (2) years, with the same terms, covenants and conditions set forth in this lease, except as hereinafter specifically provided.

5. RENT

Lessee shall pay to Lessor in United States currency the sum of Two Hundred Fifty and 00/100 Dollars (\$250.00) per month, payable in advance on the first day of each rental month during the term of this lease.

Rent shall be paid to the following address:

City of Fort Pierce
C/O Finance Director
100 North US Highway 1
Fort Pierce, FL 34950

6. LESSEE AND LESSOR'S RESPONSIBILITIES

Lessee shall provide any office furnishings, pay for any telephones, computers or other accessory equipment and all electric services.

Lessor shall pay for all water, sewer, garbage and janitorial services. Lessor shall provide accessibility to the premises during normal business hours and shall provide key access after-hours.

7. LESSEE'S IMPROVEMENTS

All alterations, additions, improvements, decorations or installations, including but not limited to, railings, air-conditioning ducts or equipment, except moveable furniture, partitions and fixtures put in at the expense of the Lessee which can be removed by Lessee without causing any structural damages to the building and where Lessee reasonably repairs any damages to the Leased Premises due to removal of the fixture(s), shall become the property of the Lessor at the termination of this lease. Lessee shall pay the cost of any and all office improvements. Lessee shall obtain prior written consent from Lessor as to any alterations of the Leased Premises.

8. NOTICES

All notices or other communications hereunder shall be in writing and shall be deemed duly given in person or sent certified mail, return receipt requested, first class, postage prepaid and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Article.

IF TO LESSEE:

Larry Lee, Jr.
Florida State House of Representatives, District 84
City of Fort Pierce
100 North US Highway 1
Fort Pierce, FL 34950

IF TO LESSOR:

City Manager
City of Fort Pierce
100 North US Highway 1
Fort Pierce, FL 34950

9. ENTIRE AGREEMENT

It is understood and acknowledged there are no oral agreements between the parties hereto affecting this lease and this lease supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by Lessor to Lessee with respect to the lease specifically incorporated herein.

10. MODIFICATION OF LEASE

This lease may be modified only by mutual written agreement of both parties, and shall be non-assignable.

11. GOVERNING LAW

The laws of the State of Florida shall govern the validity, performance and enforcement of this lease. Should either party institute legal action to enforce any provisions contained herein, it is agreed the venue of such action shall be in St. Lucie County, Florida; and both parties hereby waive any defenses to the contrary. This lease shall not be construed either for or against Lessee or Lessor, but shall be interpreted in accord with the general tenor of this language.

12. COMPLIANCE WITH LAW

Lessor covenants and warrants the building and the Leased Premises and any use or intended use thereof by Lessor presently complies with, and will continue throughout the term of this lease to comply with all applicable restrictive covenants, applicable zoning and subdivision ordinances and building codes, all applicable health and environmental laws and regulations, and all other applicable laws, rules and regulations including but not limited to the American with Disabilities Act of 1990, 42 USC 12101, et. seg. If Lessor receives notice from federal, state or other government body that they are not in compliance with any such covenant, ordinance, code, law or regulation, Lessor will promptly provide the Lessee with a copy of such notice and with a statement of Lessor's intended action to bring the building and the Leased Premises and Lessor's use thereof into compliance. The provisions of this paragraph 12 are material terms of this lease.

LESSOR:

CITY OF FORT PIERCE, FLORIDA

Witness

Linda Hudson, Mayor

Witness

LESSEE:

Witness

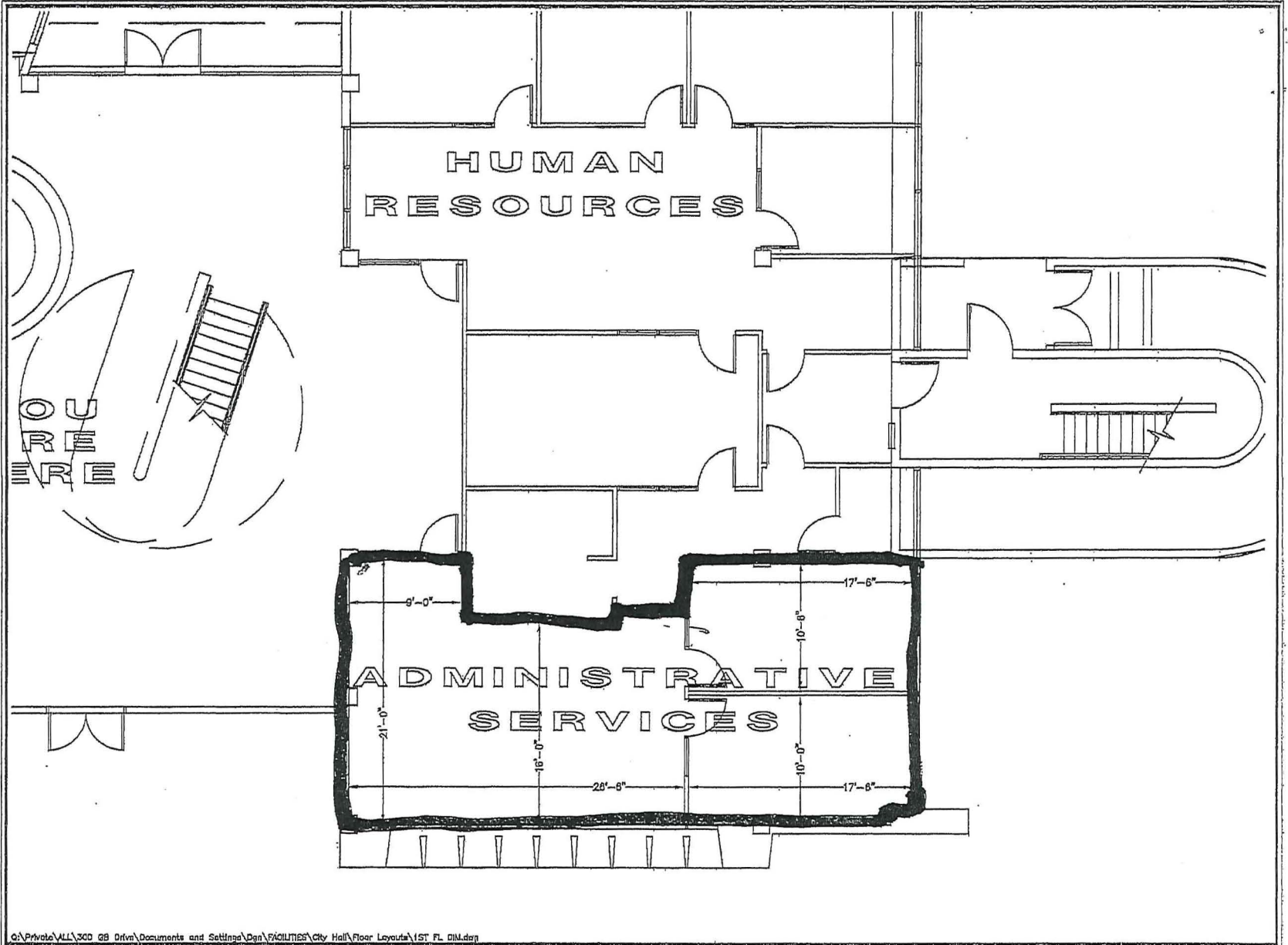
Larry Lee, Jr.,
State Representative, District 84

Witness

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
James M. Messer, City Attorney

EXHIBIT "A"



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CITY OF FORT PIERCE
DEPARTMENT OF ENGINEERING

ADMINISTRATIVE SERVICES
OFFICE SPACE

DATE: 11/19/12
SCALE: N.T.S.
DRAWN:



NO.	DATE	BY	REVISIONS

SHEET
1
OF
1