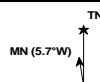


## Section 9, Township 30 South, Range 25 East

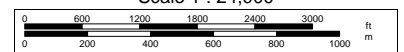
Data use subject to license.

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Scale 1 : 24,000



1" = 2,000.0 ft

Data Zoom 13-1

**RESOLUTION NO. 2022-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS,  
POLK COUNTY, FLORIDA, AUTHORIZING THE LEASE OF CERTAIN  
COUNTY REAL PROPERTY PURSUANT TO SECTION 125.38, FLORIDA  
STATUTES, TO TRI-COUNTY HUMAN SERVICES, INC., A FLORIDA  
NON-PROFIT CORPORATON**

**WHEREAS**, pursuant to Section 125.38, Florida Statutes, the Board of County Commissioners, Polk County, Florida (the “Board”) is authorized to lease County real property that is not needed for County purposes to a not for profit corporation or other organization organized for the purposes of promoting community interest and welfare upon such entity’s application to the Board; and

**WHEREAS**, Polk County is the owner of certain real property and improvements located at 2135 Marshall Edwards Drive, Bartow, Florida 33830, and further identified as Offices 206, 207, 208, 209 and 210 (collectively, the “Premises”); and

**WHEREAS**, the Premises are not currently needed for County purposes; and

**WHEREAS**, Tri-County Human Services, Inc., is a Florida non-profit corporation (“Tri-County”) that promotes the community interest and welfare by, among other matters, providing certified recovery peer specialists to develop individualized and comprehensive recovery support plans for newly released inmates of the Polk County Jail through the Helping HANDS program (the “Program”); and

**WHEREAS**, Tri-County has applied to the Board requesting that the County lease the Premises to it for use by the four (4) FTE Certified Recovery Peer Specialists providing services in coordination with the Program under that certain Contract for Services executed by the parties of even date herewith; and

**WHEREAS**, Tri-County’s providing the forgoing services on the Premises will serve the community interest and welfare; and

**WHEREAS**, Section 125.38, Florida Statutes, authorizes the Board to lease the Premises to Tri-County for such price, whether nominal or otherwise, that the Board may fix, regardless of the actual value of the Premises;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, POLK COUNTY, FLORIDA, AT ITS REGULAR MEETING CONDUCTED ON SEPTEMBER 20, 2022:**

1. Tri-County has requested that the County lease the Premises to it for the use and purposes described in the recitals above.
2. Tri-County requires the Premises for such use.
3. The County shall lease the Premises to Tri-County for the nominal annual rental sum of One and No/100 Dollars (\$1.00).

4. The initial term of the lease shall be for the time period commencing October 1, 2022 and continuing through September 30, 2025. Thereafter, if Tri-County is not in default of the lease agreement, the lease may renew for one (1) additional three (3) year term. However, either the County or Tri-County may terminate the lease at any time following the initial term by delivering thirty (30) days prior written notice to the other party.

5. This Resolution shall become effective upon adoption by the Board.

**ADOPTED THIS 20<sup>TH</sup> DAY OF SEPTEMBER, 2022.**

**ATTEST:**

STACY M. BUTTERFIELD, CLERK

**BOARD OF COUNTY COMMISSIONERS,  
POLK COUNTY, FLORIDA**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Dr. Martha Santiago, Chair

Reviewed as to form and legal sufficiency:

\_\_\_\_\_  
County Attorney's Office

**LEASE AGREEMENT**  
**BETWEEN POLK COUNTY AND TRI-COUNTY HUMAN SERVICES, INC.**

**THIS LEASE AGREEMENT** (the "Agreement"), is entered into effective as of October 1, 2022 (the "Effective Date") by and between **POLK COUNTY**, a political subdivision of the State of Florida, (the "Landlord"), 330 West Church Street, Bartow, Florida 33830, and **TRI-COUNTY HUMAN SERVICES, INC.**, a Florida not for profit corporation ("Tenant").

**RECITALS**

**WHEREAS**, the Tenant is a non-profit corporation that has been contracted by Polk County to provide peer support services and assistance to newly released mentally ill inmates of the Polk County Jail, under a program known as Helping HANDS (Healthcare Access Navigation Delivery and Support) (the "Program"); and

**WHEREAS**, if the Tenant receives certain in-kind support for its work, the Tenant can provide a higher level of service and support towards the Program; and

**WHEREAS**, the Tenant is in need of office space from which its personnel can provide administrative and peer support services; and

**WHEREAS**, the Landlord currently has office space available consisting of Offices 206, 207, 208, 209 and 210 (collectively, the "Premises") within Landlord's Indigent Health Care Division Building (the "Building") located on certain real property with a postal address of 2135 Marshall Edwards Drive, Bartow, Florida 33830, all of which is more particularly described and depicted on a composite Exhibit "A" attached hereto (the "Property"); and

**WHEREAS**, pursuant to and in accordance with Section 125.38, Florida Statutes, the Tenant has applied to the Landlord's Board of County Commissioners for a lease of the Premises; and

**WHEREAS**, the Landlord's Board of County Commissioners has determined that (i) it is satisfied the Tenant requires the Premises for administrative office use in support of the Program; (ii) the Premises is not currently needed for county purposes; and (iii) Polk County will lease the Premises to the Tenant for the price and in accordance with the terms and conditions stated in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants stated herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree, as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated into this Agreement.
2. **LEASE.** Landlord hereby leases and rents the Premises to the Tenant, and the Tenant does hereby lease and rent the Premises from Landlord, in accordance with the terms and conditions stated in this Agreement. The Landlord shall also lease to the Tenant the furniture, equipment and other personal property (collectively, the "Personalty") that is identified on the attached Exhibit "B". The Tenant accepts the personalty for use in its "as-is" condition. During the term of this Agreement, the Tenant shall maintain the Personalty in good repair and condition, normal wear and tear excepted, at the Tenant's

cost and expense. The Landlord is not obligated to replace or repair the Personalty. Upon the expiration or earlier termination of this Agreement, the Tenant shall immediately return the Personalty to the Landlord in good repair and condition, normal wear and tear excepted.

### **3. TERM.**

- (a) Term. Landlord shall rent the Premises to Tenant for a term (the "Term") commencing October 1, 2022 (the "Commencement Date") and, unless sooner terminated or extended as provided herein, terminating September 30, 2025. The Landlord shall deliver possession of the Premises to the Tenant on the Commencement Date. Notwithstanding anything to the contrary contained herein, this Agreement shall automatically terminate and be of no further force or effect (except for those provisions which are specifically stated herein to survive termination) upon the expiration or earlier termination of that certain Contract(s) for Services between the parties related to the Program.
  - (b) Renewal Term. Provided the Lessee is not in default of this Agreement (or any other agreement with the Lessor), the Lessee may renew this Agreement for one (1) additional three (3) year term ("Renewal Term"). The Renewal Term shall be in accordance with the terms and conditions stated in this Agreement. To exercise its ability to extend the Agreement for a Renewal Term, the Lessee must provide the County written notice (a "Renewal Notice") no later than (90) days prior to the expiration of the Initial Term.
  - (c) Early Termination. During the Term, either party may terminate this Agreement if the other party is in default, in accordance with and as further specified in Section 14. Following the Term, either party may terminate this Agreement for any reason or no reason by delivering thirty (30) days prior written notice to the other party. Upon termination of the Agreement, the Tenant shall surrender possession of the Premises to the Landlord in accordance with Section 23, below.
- 4. RENT.** The term "Rent" as used in this Agreement shall mean Base Rent and Additional Rent, both as defined in this Section 4, together with any and all other amounts that are payable from the Tenant to the Landlord pursuant to this Agreement.
- (a) Base Rent. On or before January 1<sup>st</sup> of each year this Agreement is in effect, the Tenant shall pay Landlord an annualized base rent of One Dollar (\$1.00) for the use and occupancy of the Premises. Upon any termination of this Agreement, the Tenant shall not be entitled to any pro-rated refund of the annual base rent amount.
  - (b) Additional Rent. The Tenant shall pay as "Additional Rent" all other sums due from the Tenant to the Landlord in accordance with this Agreement.

### **5. UTILITIES; DATA NETWORK.**

- (a) The Landlord shall provide electric, including heating and air-conditioning, local telephone, water, and sewer service utilities, janitorial services, and pest-control services to the Premises at the Landlord's cost and expense. The Landlord agrees to pay long distance telephone service charges in an amount not to exceed \$10 per month for each Tenant employee located at and providing services from the

Premises. The Tenant shall be responsible for any and all such long distance telephone service charges which exceed the \$10 per month, per employee rate, which the Landlord will bill to the Tenant as Additional Rent. The Tenant shall provide at its cost and expense cable, internet, and other telecommunications systems it requires to support its permitted use of the Premises.

- (b) The Tenant shall establish at its cost and expense any data network necessary to support its permitted use of the Premises. However, the Landlord will permit the Tenant to utilize the existing cable infrastructure within the Building when the Tenant installs its data network. The Landlord will also provide the Tenant space in an equipment room (Room 249 as depicted on the attached Exhibit "A") if needed, to install Tenant's networking equipment, server or copy equipment. The Landlord will also provide the Tenant space in one or both of the copy rooms (Rooms 230 and/or 235 as depicted on the attached Exhibit "A") if needed, to install copy equipment. The Tenant must provide any surge protection or UPS needed to support the equipment and server. The Landlord will install any additional data cables within the Building that the Tenant will need to establish its data network. The Tenant will provide and install its own patch cables necessary to connect Tenant's personal computers within the Premises and the patch panels in the equipment room.

**6. ACCEPTANCE OF PREMISES.** The Tenant has examined the condition of the Premises, determined that the Premises are acceptable for its intended use, and waives any and all defects that may exist within the Premises and the Building. Accordingly, the Landlord is not required or obligated to make any repair or improvement to the Premises except as stated in Section 11, below. Further, the Landlord shall not be responsible to the Tenant, its officers, agents, employees, guests or invitees, for any damage or injury caused by or due to the Premises, the Building or any appurtenance thereof being improperly constructed or being out of repair, unless such damage or injury results from the sole negligence of the Landlord, and then only to the extent permitted in accordance with Section 768.28, Florida Statutes.

**7. USE OF PREMISES; ACCESS.**

- (a) The Tenant shall use the Premises solely for the purpose of administering the Program, and for no other purpose without obtaining the Landlord's prior written consent which consent the Landlord may withhold in its discretion. The Tenant shall use and conduct its operations within the Premises in accordance with all applicable federal, state and local laws, statutes, regulations, and ordinances. The Tenant shall not use the Premises in any manner that would (i) create a nuisance or trespass; (ii) vitiate or increase the rate of the Landlord's insurance on the Premises or the Building; or (iii) be inconsistent with the nature of the Building's other occupants or tenants.
- (b) The Tenant may only have access to the Premises and conduct its operations therein between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except for those days designated as holidays for Polk County employees. For purposes of maintaining security within the Building, the Landlord may require the Tenant's employees to obtain Polk County issued identification badges and to display those badges as a condition for access to the Premises.

- (c) The Landlord may enter the Premises at reasonable hours and upon providing the Tenant reasonable prior notice (and if in the opinion of the Landlord any emergency exists, at any time and without notice): (i) to make repairs, perform maintenance and provide other required services to the Premises or to the Building; and (ii) to inspect the Premises to ensure that the Tenant is complying with the all the terms and conditions of this Agreement. The Landlord may take all material into and upon the Premises that may be required to make any repairs, improvements, additions, or alterations without such actions being deemed a trespass or a constructive eviction of the Tenant.
- 8. PARKING.** This Agreement does not grant the Tenant the right to use specific parking spaces. Available parking spaces are unreserved and may be used by the Tenant, its employees and invitees, in common with the other Building occupants and tenants and their employees and invitees.
- 9. SIGNAGE.** The Tenant shall not paint or place any signs, placards, or any other notice or advertisement (collectively, "Signage") of any type or character upon the doors, walls or windows of the Premises without the prior written consent of the Landlord which the Landlord may withhold in its discretion. The Tenant shall not place any Signage upon the outside walls, common areas, or the roof of the Building. The Tenant shall not place any Signage upon any other location in or on the Property without the prior written consent of the Landlord, which the Landlord may withhold in its discretion, and without obtaining all necessary approvals from applicable government entities for placing such Signage.
- 10. ALTERATIONS AND IMPROVEMENTS.** Tenant shall not make or permit anyone to make any alterations, improvements, installations, decorations, or additions (any such act an "Alteration") in or to the Premises of any kind or nature whatsoever including, but not limited, to the hanging of pictures or other décor on Premises walls or doors, without the prior express written consent of Landlord, which the Landlord may withhold in its discretion. Any permissible Alteration that the Tenant may make to the Premises shall, at the sole election of the Landlord, either: (i) remain in and be surrendered with the Premises and shall become the property of the Landlord at the expiration or early termination of this Agreement, free and clear of any claims, liens, mortgages or encumbrances; or (ii) be removed by Tenant upon termination of this Agreement with Tenant restoring the Premises to the same condition that existed on the Commencement Date, reasonable wear and tear excepted. This Section 10 shall survive expiration or any termination of this Agreement.
- 11. MAINTENANCE AND REPAIR.**
- (a) The Landlord shall maintain in good repair the Building exterior walls, roof, common areas, foundation, structural portions and the Building's mechanical, electrical, plumbing, heating, ventilating and air-conditioning systems, all in a manner consistent with similar government office space the Landlord maintains in the Bartow, Florida area, provided the need for any such repairs does not result from the action or inaction of the Tenant, its invitees, employees, or anyone under the Tenant's direction or control.
- (b) The Tenant shall at its own cost and expense, repair all physical damage to the Premises caused by the Tenant, its invitees, employees, or anyone under the Tenant's direction or control. In the event that any repairs or replacement costs are

covered and paid for by Tenant's insurance, Tenant shall pay all deductibles and other sums not covered and paid for by such insurance policies. The Landlord is not responsible for maintaining or repairing any part of the Tenant's improvements or additions to the Premises.

- (c) The Tenant shall at its own cost and expense keep the Premises safe, clean, well-maintained, and in good order and repair.
- (d) The Landlord shall not be liable to Tenant for any interruption of Tenant's operations or for any inconvenience suffered by Tenant, its assigns, contractors, successors, invitees, employees, licensees or others, or for any other loss or damage resulting from the Landlord's performance of any necessary maintenance or repairs to any portion of the Building, to include those portions affecting the Premises. Further, any resulting interruption or inconvenience shall not constitute a constructive or other eviction of the Tenant. The Landlord shall use commercially reasonable efforts to timely complete any such maintenance and repairs in order to minimize any interruption or inconvenience to the Tenant.

**12. INSURANCE.** Tenant shall pay for and maintain, at all times, the following minimum levels of insurance: a policy of commercial general liability insurance in the sum of ONE MILLION DOLLARS (\$1,000,000) combined single limit of liability for personal injury, bodily injuries, death, and property damage, resulting from any one occurrence. The Landlord shall be named as an additional insured on all policies the Tenant must obtain in accordance with this Section 12. Upon the full execution of this Agreement, the Tenant shall deliver to the Landlord a current Certificate of Insurance issued by an insurance company licensed to do business in the State of Florida that evidences Tenant's compliance with the foregoing insurance requirements. The Tenant's failure to maintain appropriate insurance coverage throughout the Term is a material breach of this Agreement. If the Tenant fails to maintain the required insurance coverage, then the Landlord, in its sole discretion, may obtain the required insurance on the Tenant's behalf with all premiums the Landlord pays on such policies being Additional Rent that the Tenant shall pay Landlord in accordance with Section 4, above. The Landlord, however, has no duty to obtain any insurance on the Tenant's behalf.

**13. INDEMNITY.**

- (a) Tenant, to the extent permitted by law, shall indemnify, defend (by counsel selected by the Tenant and reasonably acceptable to the Landlord) protect and hold the Landlord, and its officers, employees and agents, harmless from and against any and all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, attorneys' fees, costs and expenses during negotiation, through litigation and all appeals therefrom) pertaining to the death of, or injury to, any person, or damage to any property, arising out of or resulting from (i) the Tenant's failure to comply with applicable laws, rules or regulations pertaining to its use and occupancy of the Premises, (ii) the Tenant's breach of its obligations under this Agreement, or (iii) the negligent acts, errors or omissions, or intentional or willful misconduct, of the Tenant, its agents, employees, suppliers, guests, invitees, licensees, anyone directly or indirectly employed by any of them, or anyone for whose



acts any of them may be liable, provided, however, that the Tenant shall not be obligated to defend or indemnify the Landlord with respect to any such claims or damages arising out of the Landlord's sole negligence.

(b) In executing this Agreement the Landlord does not intend and in no way waives its sovereign immunity rights. Accordingly, nothing stated in this Section 13 or stated in any other provision of this Agreement shall be interpreted or construed as waiving the Landlord's sovereign immunity. Any claims asserted against the Landlord must comply with the procedures stated in Section 768.28, Florida Statutes.

(c) This Section 13 shall survive the expiration or early termination of this Agreement.

#### **14. DEFAULT.**

(a) Except as stated in the following sentence, if the Landlord materially defaults in any of its duties or obligations stated in this Agreement and fails to cure the same within thirty (30) days after the date Tenant delivers written notice to the Landlord of any such default, then the Tenant may terminate this Agreement. If, however, the Landlord's material default is such that it cannot be reasonably cured within thirty (30) days, then the Tenant shall not have the right to terminate this Agreement for such default if the Landlord commences the necessary curative actions within a reasonable time after receiving Tenant's notice and thereafter diligently pursues the cure to completion.

(b) Except as stated in the following sentence, if the Tenant materially defaults in any of its duties and obligations under this Agreement and fails to cure such default within thirty (30) days after the date Landlord delivers written notice to the Tenant of any such default, then the Landlord may terminate this Agreement, resume possession of the Premises for its own account, and pursuant any other remedy or remedies provided by law or equity, without any further notice or demand to the Tenant. If however, the Tenant's material default of any Agreement duty or obligation is such that it cannot be reasonably cured within thirty (30) days, then the Landlord shall not have the right to pursue a remedy for such default if the Tenant commences the necessary curative actions within a reasonable time after receiving the Landlord's notice and thereafter diligently pursues the cure to completion.

(c) The Landlord will not be liable for any loss or damage suffered by Tenant resulting from the Landlord's exercise of its rights pursuant to this Section 14.

#### **15. LIABILITY LIMIT. IN NO EVENT, SHALL THE LANDLORD BE LIABLE TO THE TENANT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE LANDLORD WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.**

**16. ATTORNEYS' FEES AND COSTS.** In connection with any dispute or any litigation arising out of, or relating to this Agreement, each party shall be responsible for its own legal and attorneys' fees, costs and expenses, including attorneys' fees, costs, and expenses incurred for any appellate proceedings.

**17. DAMAGE OR DESTRUCTION.**

- (a) If the Premises are wholly destroyed by fire or by other casualty not caused by the Tenant, its invitees, employees, or anyone under the Tenant's direction or control, then this Agreement shall immediately terminate. If the Premises or the Building are partially damaged or destroyed so as to render more than thirty percent (30%) of the Premises unusable for a time period that the Landlord reasonably estimates will exceed sixty (60) days, then either party may terminate the Agreement by giving written notice to the other party within seven (7) days after the date the Landlord notifies Tenant of the estimated time that the damaged portion of the Premises will be unusable.
- (b) If the Premises are wholly destroyed by fire or by other casualty caused by the Tenant, its invitees, employees, or anyone under the Tenant's direction or control, then the Tenant shall be responsible to pay the costs and expense to repair all resulting physical damage to the Premises and to the Building.
- (c) The Landlord shall have a reasonable time after any casualty to make the necessary repairs and restoration to the Building and the Premises and if such repairs and restoration are not completed within a reasonable time then the Tenant may terminate this Agreement by delivering written notice to the Landlord prior to its substantial completion of the necessary repairs and restoration.

**18. EMINENT DOMAIN.** If the whole of the Property, the Building, or such portion thereof as will make the Premises unusable to the Tenant for its intended purpose, is condemned or taken by any legally constituted authority for any public use or purpose, then in either of these events, this Agreement shall terminate and the lease of the Premises shall cease on the date when possession of the same is taken by the condemning authorities. If a portion of the Building or Property is taken, but not an amount that would make the Premises unusable to the Tenant for its intended purpose, then this Agreement shall continue in full force and effect. The Tenant shall have no right or claim to any part of any award made to or received by the Landlord for such condemnation or taking, and all awards for the same shall be made solely to the Landlord. The Tenant shall, however, have the right to pursue any separate award that does not reduce the award to which the Landlord is entitled.

**19. ASSIGNMENT.** The Tenant shall not (i) assign this Agreement or any interest therein; (ii) sublease the Premises or any portion thereof; or (iii) permit use of the Premises by any party other than the Tenant, all without the Landlord's prior written consent, which consent may be withheld in the Landlord's sole discretion.

**20. ENCUMBRANCE.** Tenant shall not mortgage, pledge or otherwise encumber its interests (i) in the Premises, and (ii) under this Agreement. Tenant, at its own cost and expense, shall at all times keep the Landlord's interests in and to the Premises, the Building, and the Property free and clear from and against all claims, liens, and legal processes of the Tenant's creditors and the Tenant shall protect and defend the Landlord's interests against the same

## **21. SECURED PARTY RIGHTS; ATTORNMENT.**

- (a) This Agreement is and shall be subject to (i) any security instrument now or hereafter encumbering the Property and all advances made or to be made which are secured by such instrument(s); and (ii) the Landlord's assignment of its interests in any leases and rents from the Building or Property. Upon the request of the Landlord or the holder of any such security instruments, the Tenant shall, at its cost and expense, execute and deliver any documents the Landlord or the holder deem reasonably necessary to evidence the subordination of the Agreement to any such security instrument.
- (b) Notwithstanding the foregoing requirements of Section 21 (a), above, upon receipt of Landlord's request the Tenant shall, at its cost and expense, execute and deliver to Landlord any and all instruments that may be necessary to make this Agreement superior and prior to the lien and interest of any security instrument.
- (c) Additionally, if the Landlord's interests in the Premises, Building or Property, or any portion thereof, is assigned or sold, or otherwise comes into the hands of a security instrument holder or any other person, then the Tenant shall attorn to the assignee, purchaser, holder, or such other person and recognize the same as the Landlord under this Agreement. Within ten (10) days after receipt of the Landlord's request, the Tenant shall execute and return an attornment agreement containing such provisions as are reasonably required to evidence the same.

**22. HAZARDOUS MATERIALS.** Tenant shall not knowingly or unknowingly generate, store, treat, dispose of, install or otherwise cause or permit any Hazardous Material (defined, below) to be brought upon, kept or used in or about the Premises by the Tenant, its guests, employees, contractors or invitees. If Tenant fails to comply with the foregoing covenant, then the Tenant shall be wholly responsible for (i) all costs incurred in connection with any investigation of site conditions and cleanup, remediation, removal, or restoration work required by any federal, state, or local governmental agency because of the presence of the Hazardous Materials; and (ii) all consequential damage or loss that the Landlord incurs, both regardless of whether such costs, damages or loss arise during or after the term of this Agreement. If Tenant must take any remedial action in accordance with this section, the Tenant shall first obtain Landlord's approval and then immediately take all actions (at the Tenant's sole expense) that are necessary to return the Premises to the condition existing prior to the introduction of such Hazardous Materials. The term "Hazardous Materials" is defined to include, but not be limited, to any and all substances, materials, wastes, pollutants, elements or compounds in such quantities as are currently or shall in the future be classified as hazardous, toxic, dangerous or capable of posing a risk of injury to health, safety, or property by any Federal, State or local statute, law, ordinance, code, rule, regulation, order, or decree. This Section 22 shall survive the expiration or the early termination of this Agreement.

**23. SURRENDER.** Upon the expiration of the Agreement or whenever the Landlord is entitled to the possession of the Premises, the Tenant shall immediately surrender the Premises (and all keys thereto) to the Landlord broom clean and in the same condition as existed on the Commencement Date, only ordinary wear and tear excepted, with the Tenant having removed all its personalty from the Premises. The Tenant's obligation to observe

and perform the covenants of this section shall survive the expiration or early termination of this Agreement.

**24. HOLDING OVER.** If Tenant holds over after the expiration of the Term, with or without the express written consent of Landlord, the resulting tenancy shall be a month-to-month tenancy and the Tenant shall pay Rent in the same amount payable during the last full month of the Agreement Term. Any month-to-month tenancy established pursuant to this Section 24 shall be subject to every other term, covenant, condition and agreement contained herein.

**25. NOTICE.** All notices under this Agreement shall be in writing and may be given by any of the following methods: (1) personal delivery, (2) certified mail, postage prepaid, or (3) via nationally recognized overnight delivery service, prepaid, when sent to the following:

If to the Landlord:                      Polk County  
   Attention: Real Estate Services, Administrator  
   P.O. Box 9005, Drawer RE-01  
   Bartow, Florida 33831-9005

If to the Tenant:                              Tri-County Human Services, Inc.  
   Attention: Director of Operations  
   1815 Crystal Lake Drive  
   Lakeland, Florida 33801-5979

Notices shall be effective when received at the addresses specified above or when a party rejects delivery of any such notice. A party may from time to time change the address to which its notice is to be directed by delivering written notice to the other in accordance with this Section 25. Any communications between the parties that are not required by this Agreement may be sent via U. S. first-class mail, postage prepaid, at the addresses designated above, or as the parties may otherwise agree.

**26. FORCE MAJEURE.** A party shall be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. Within five (5) days after the occurrence of an Event of Force Majeure, the affected party shall deliver written notice to the other party describing the event in reasonably sufficient detail and how the event has precluded the affected party from performing its obligations hereunder. The affected party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the affected party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the affected party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period the affected party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

- 27. QUIET USE AND ENJOYMENT.** As long as the Tenant fully complies with the terms, conditions and covenants of this Agreement, the Landlord agrees that the Tenant shall and may peaceably have, hold and enjoy the leased Premises during the term of this Agreement.
- 28. BROKERS.** Landlord and Tenant represent and warrant to each other that they have had no dealings with any broker or agent in connection with this Agreement and that no third party is due a commission, fee, or any other payment in association with the lease of the Premises to the Tenant. Each party shall be responsible to pay any claims made by anyone for any compensation, commissions, and charges claimed by any broker or agent with whom such party may have dealt with respect to this Agreement or the negotiations thereof.
- 29. NO DISCRIMINATION.** Both parties shall comply with the Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and Americans with Disabilities Act of 1990, as amended. Specifically, in the carrying out of this Agreement, neither party shall discriminate in any way as to race, color, creed, national origin, or in any other respect which would violate the aforesaid acts.
- 30. RELATIONSHIP.** This Agreement creates a landlord-tenant relationship between the parties. Nothing in this Agreement shall be deemed or construed as creating any other relationship between the parties.
- 31. WAIVER.** The failure of a party to enforce any right hereunder shall not be deemed a waiver of such right. No covenant, condition, or provision of this Agreement can be waived except with the written consent of each party. Any such waiver by the parties in one instance shall not constitute a waiver of any subsequent similar condition, circumstance or default, unless specifically stated in the written consent.
- 32. SEVERABILITY.** If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall to any extent, be deemed lawfully invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law. The Landlord and Tenant shall reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined void.
- 33. CONSTRUCTION; CAPTIONS.** This Agreement is the product of joint efforts of the parties and no provision shall be interpreted or construed in favor of either party by virtue of authorship of such provision. The captions in this Agreement are for convenience of reference only and shall not define or limit any the terms or provisions hereof.
- 34. MODIFICATION.** This Agreement may only be modified by a written amendment properly executed by the parties. No oral modifications will be effective or binding.
- 35. INTEGRATION.** Tenant and Landlord agree that this Agreement sets forth the entire agreement between the parties with respect to its subject matter and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other

communications between the parties pertaining to the lease of the above described property, whether written or oral.

- 36. RADON.** 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.
- 37. COUNTERPARTS.** This Agreement may be executed in multiple counterparts each of which shall be an original, but which collectively shall form a single agreement.
- 38. GOVERNING LAW; VENUE.** This Agreement shall be governed and interpreted under the laws of the State of Florida. Venue for any action relating to the construction, interpretation, or enforcement of this Agreement shall be in or for the Tenth Judicial Circuit, Polk County, Florida.

*(The remainder of this page is intentionally left blank; the Agreement continues on the following page with the parties signatures.)*

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by their duly authorized representatives as of the Effective Date.

**ATTEST:**

Stacy M. Butterfield, Clerk

**POLK COUNTY,**  
a political subdivision of the State of Florida

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Dr. Martha Santiago, Chair  
Board of County Commissioners

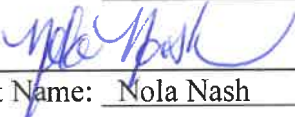
Approved as to form and legal sufficiency:

Date: \_\_\_\_\_

\_\_\_\_\_  
County Attorney's Office

**WITNESSES:**

  
Print Name: Donn VanStee

  
Print Name: Nola Nash

**TRI-COUNTY HUMAN SERVICES,  
INC.,** a Florida not for profit corporation

By:  \_\_\_\_\_

Print Name: Robert C. Rihn

Title: Chief Executive Officer

Date: 8/22/2022

Exhibit "A"

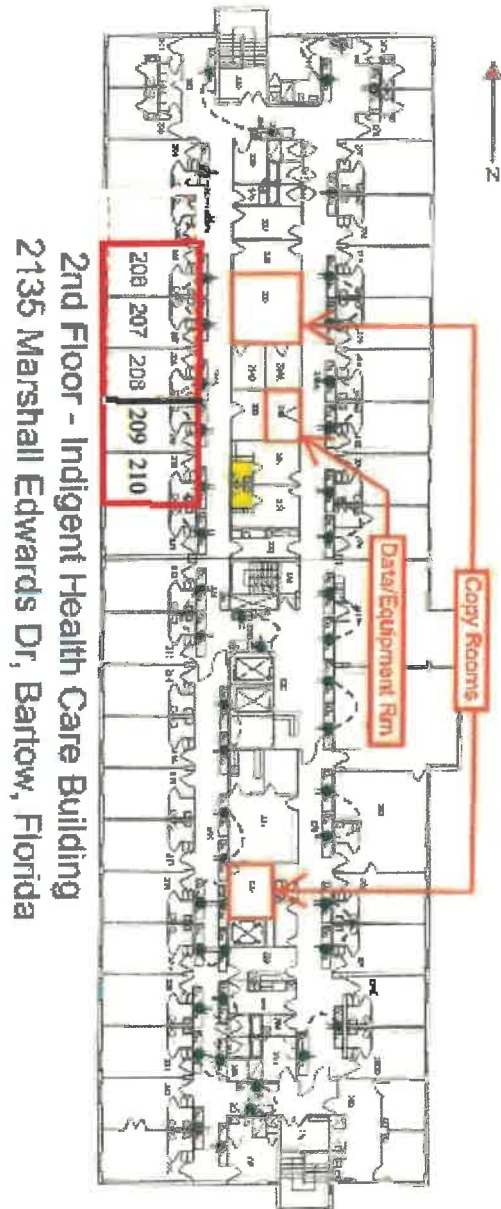




Exhibit "B"

Personalty:

6 desks  
6 desk chairs  
8 chairs  
1 bookcase