

COUNCIL ACTION ITEM

October 2023

Office Space Lease Request – Families of the Treasure Coast

Background Information (*brief history of the situation*): The Children’s Services Council office was built to allow for future growth and expansion of the agency. Currently on the west side of the building CSC has three offices available for lease or for the incubation initiative. In the past the Children’s Services Council has offered those spaces for lease or used for incubation for new or struggling non-profits.

Families of the Treasure Coast was part of the incubation initiative for three years. They entered the incubation initiative because at the time they were struggling financially. CSCSLC was their only funder during that time. For the three years they were in the incubation initiative, Families of the Treasure Coast was able to secure additional contracts to provide more services to St. Lucie County as well as expand services into Martin and Okeechobee counties. In addition to using the CSC office for their staff, they also utilized the training/conference room for parent education services.

Current Situation (*why it is being brought to Council now*): The Families of the Treasure Coast Incubation lease ended on May 31, 2023. They have submitted a letter to the Children’s Services Council requesting to lease offices (letter attached). Since submitting the letter and taking a couple of months to examine their finances, they have revised their request for only one office (14x20). In conversation with Kim Eardley, CEO of Families of the Treasure Coast, they are wishing to stay in the CSC building because the office is near a major corridor (I-95) which allows for easy access to their service area as well as the ability to use the training room for staff capacity building and providing parenting education.

Action (*requested or required of Council*): Families of the Treasure Coast is requesting that Council approve a lease agreement for one office at \$7,660 per year: \$16 square foot (4,480 sq/ft) plus \$5 per square foot common area maintenance (636 sq/ft). In addition to the office space costs, the lease renewal agreement details that the Families of the Treasure Coast will be charged exact costs for utilizing CSC phone, internet lines, and copy machine. Proposed lease agreement from November 1, 2023, through October 31, 2024, attached.

Team Recommendation:

STRENGTHS:

- Provides space and operations for agency providing services to our community.
- Families of Treasure Coast has the ability to pay lease expenses.
- Families of Treasure Coast will bring the community to CSC training room which exposes participants to CSC resources.

CONCERNS:

- Reduces the opportunities for Incubation Initiative

The CSC Team believes that the lease will allow a successful agency to continue to grow its services. Additionally, because of how Families of the Treasure Coast will utilize the CSC space, there are exposure/promotional opportunities for CSC in the arrangement. The CSC Team recommends entering into a lease agreement with the Families of the Treasure Coast for three offices from November 1, 2023, through October 31, 2024.

sb 10/2/23



Focused On What Matters Most

Jun 21, 2023

Letter of Request: Office Lease

St. Lucie Children's Services Council
546 NW University Boulevard, Suite 201
Port St. Lucie, FL 34986

Dear Council Members,

Thank you for the opportunity you have provided us during our 3 years of occupancy in the Incubation office space. The time in the shared office space and our continued partnership with Children's Services Council has allowed us tremendous growth and ability to expand our services into Martin and Okeechobee Counties. Due to our ability to reallocate occupancy costs to our programs, our organization has been able to focus on capacity building. In the last year, we successfully contracted with Southeast Florida Behavioral Health Network as a prevention agency and recently extended our contract for an additional year. These funding increases have allowed us to expand our services into multiple counties, bring on new educators and provide wonderful training opportunities for our staff and the community. Our organization is currently in the process of DCF Certification, and has gained many valuable partnerships through our growth and location in the CSCSLC Incubation space.

With our growth comes the need for functional office space that can support our growing staff of educators and provide meeting space. The CSCSLC building is a great centralized location on a major corridor allowing ease of access for staff and partners in our service area. We also find that being near our peer organizations and community stakeholders is beneficial in strengthening connections and collaborations. For these reasons Families of the Treasure Coast is requesting to lease the corner office and additional spaces to meet the needs of our growing organization.

Thank you for our time in the Incubation space, as well as your consideration. We look forward to hearing from you and discussing any terms of an agreement.

A handwritten signature in blue ink, appearing to read "Kimberly Eardley", is written over a light blue circular stamp.

Kimberly Eardley
Chief Executive Officer
Families of the Treasure Coast

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT, entered into this 12th day of October, 2023 between the **Families of the Treasure Coast**, a Florida Non-Profit corporation, hereinafter called the Lessee, and the Children's Services Council of St. Lucie County, an independent Special District, party of the second part, hereinafter called the Lessor.

WITNESSETH:

That the Lessor, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the Lessee, has demised and leased to the Lessee, for the term and under the conditions hereinafter set out, those certain and specific premises in the West Park Professional Center Condominium,

<u>Children's Services Council</u>	<u>Port St. Lucie</u>	<u>34986</u>	<u>St. Lucie County</u>
(Name of Building)	(City)	(Zip Code)	(County)

Florida, specifically described as follows: three office spaces known as Office #9 at 280 square feet of net rentable space at the rate of \$ 16.00 per square foot, plus Common Area Maintenance Fee aka CAM space of 636 square feet (including 2nd floor conference room) at the rate of \$5 per square foot. An annual rental term of \$7,660.00.

I. TERM

TO HAVE AND TO HOLD the above-described premises for a term commencing on the 1st of **November 2023 to and including the 31st day of October 2024**.

Lessor normally mimics the Holiday Schedule of St Lucie County as it relates to office building closings. The Lessor has provided the Lessee with a copy of CSC's current Holiday Schedule for their information. However, the Lessee is not binded to adhere to this schedule as the Lessee has been given access to the office building at their discretion. Accordingly, Lessee is liable in following office building security protocol as it relates to the opening and closing of the building.

II. RENTALS

The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor the above described premises for the term set out in this lease and the Lessee agrees to pay the Lessor the sum of six hundred sixty five dollars \$665.00 as the monthly rental payment for the rental period described in Article I of this lease. The monthly rental payment shall be payable to the Lessor on the first of each month. All payments are to be made electronically Payable to **Children's Services Council of St. Lucie County**; as such Lessee will provide banking information for the electronic payment setup.

Lessee will utilize the address noted above as their mailing and billing address and include their specific **suite # 203 (key box#7)** on all correspondence. Vehicle parking is included in this agreement. Due to the parking lot being shared amongst association tenants/owners the Lessee designated parking is located to the northwest of the CSC office building.

III. HEATING, AIR CONDITIONING AND JANITORIAL SERVICES

The Lessor agrees to furnish to the Lessee heating and air conditioning equipment and maintain same in satisfactory operating condition at all times for the leased premises during the term of the lease at the expense of the Lessor.

The Lessor agrees to furnish janitorial services and all necessary janitorial supplies including the provision of recycling trash disposal for the leased premises during the term of the lease at the expense of the Lessor.

All services required above shall be provided during the Lessee's normal working hours, which are normally from 8:00 a.m. to 5:00 p.m., Monday through Friday excluding state holidays.

The Lessor will provide office cleaning, pest control and building security at no additional charge to the Lessee. Lessee will permit the professional cleaning vendor access to their leased office space. Office cleaning is normally performed twice a week after business hours.

The Lessee will comply in keeping building sanitary; it is CSC policy that any food waste is disposed of in the kitchen area waste baskets only. Lessee will comply with green-friendly office policies in the recycling of paper, cardboard, glass and plastic products in the designated bins.

IV. MAINTENANCE AND REPAIRS

The Lessor shall provide for interior maintenance and repairs in accordance with generally accepted good practices, including repainting, the replacement of worn or damaged floor covering and repairs or replacement of interior equipment as may be necessary due to normal usage. The Lessee shall, during the term of this lease, keep the interior of the demised premises in as good a state of repair as it is at the time of the commencement of this lease, reasonable wear and tear and unavoidable casualties excepted.

The Lessor shall provide office cleaning and building security at no additional charge to the Lessee. Lessee is responsible for permitting the professional cleaning vendor access to their leased office space. Office cleaning is normally done the evenings of Wednesdays and on the weekends. In order to keep our building sanitary, it is CSC policy that any food waste be disposed of in the kitchen area waste baskets only. Lessor is a green-friendly office and does recycle paper, cardboard, glass and plastic products. Lessee is responsible for the insurance of personal property, and must provide Lessor with a current proof of general liability insurance on a recurring basis.

Subject to the terms and conditions of the Condominium Associations' rules and regulations, the Lessor shall maintain and keep in repair the exterior of the demised premises during the term of this lease and shall be responsible for the replacement of all windows broken or damaged in the demised premises, except such breakage or damage caused to the exterior of the demised premises by the Lessee, its officers, agents or employees.

Subject to the terms and conditions of the Condominium Associations' rules and regulations, the Lessor shall maintain the interior and exterior of the demised premises including grounds and parking area so as to conform to all applicable health and safety laws, ordinances and codes which are presently in effect and which may subsequently be enacted during the term of this lease and any renewal periods. Vehicle parking shall be limited to parking spaces to the west of the office building.

Subject to the terms and conditions of the Condominium Associations' rules and regulations, the Lessor agrees to furnish pest control services for the leased premises during the term of the lease at the expense of the Lessor.

V. UTILITIES & OTHER AMENITIES

The Lessor shall provide electricity and water. The Lessee will be responsible for a pro-rata share of land line phone and data monthly services determined by the Lessor based on an estimated percentage of the Lessee's number of dedicated telephone lines and the Lessor's total cost for all such telephone lines.

The building is equipped with programmable thermostats installed throughout the interior in order to maintain an energy-efficient, green-friendly climate controlled working environment. These thermostats are regulated by the Lessor and tampering is prohibited.

The building is designated a smoke-free workplace. Smoking is prohibited within the interior. This policy applies to all employees, tenants, clients, contractors and visitors.

The Lessor shall provide a designated area for lunch breaks equipped with convenience appliances for the purposes of leisurely time, and food catering functions (in accordance with CSC policy).

The Lessor shall permit the Lessee to have a logo sign decal not to exceed 12" x 12" in size placed in specific area of the glass main entryway. Prior to placement authorization must be obtained from Lessor in regards to the logo sign specifications and exact location placement. Any damages to glass during the installation or removal process will be the responsibility of the Lessee to replace or repair.

The Lessee will be responsible for a pro-rata share of data and voice technology utilization, and will be billed monthly for these services. The Lessor shall have the right to adjust any and all rates, based on increases due to inflation or any other reason, or within thirty (30) days of Lessor's notification require Lessee to establish own data service if utilization by the Lessee negatively affects the service to the Lessor. Any advanced deposits required of Lessee for third party services will be paid in advance by account holder (Lessor), and billed back to Lessee. Any advanced deposits paid by Lessee will be returned to Lessee at the end of lease term and subject to third party inspections, when equipment is found to be in good standing and Lessor has reconciled billing with the third party any security deposits will be returned.

The Lessee will be responsible for a pro-rata share of MFP (multifunctional printer) utilization based on negotiated production rates determined by the Lessor, and will be billed monthly for these services. The Lessee is to be billed monthly for production. Paper output is additional; and billed monthly at current market price. This applies only when utilization is incurred.

The Lessee is subject to changes in monthly rate, in the event Lessor's rates from its telecommunications providers should fluctuate without notice. The Lessor shall have the right to adjust any and all rates, based on increases due to inflation or any other reason.

The Lessor shall permit Lessee utilization of Lessor's fax line for the purposes of incoming and outgoing facsimile transmissions. However, Lessee acknowledges that data and voice technology lines are for temporary utilization while a resident of Lessor; and is not to be published to the community and/or inherited by the Lessee upon termination of contract. Any third party charges accrued due to printing of faxes will be incurred at the Lessee's expense and charged accordingly.

The Lessor will provide a highly secured building, which will require accessibility via magnetic scanning device. In addition to a designated Post Office Box key, building keys include, but not limited to: Main Entrance Door hard keys, fob keys permitting access throughout the interior of building. Fob keys will be issued to Lessee for the purposes of daily building access within the normal business operating hours. All keys issued will be surrendered promptly to the Lessor at the time of lease term expiration or at the termination of employment whichever comes first. In the event, a replacement is required, a formal written request is necessary for the issuance of a replacement, along with payment of \$25 for each lost/misplaced fob or hard key purchase value. All keys are non-transferrable between employees and must be returned to Lessor upon an employee termination and reissued by Lessor upon rehiring of a new employee. The cost associated with the loss or replacement of any keys will be the responsibility of the Lessee. For the purposes of security, any and all keys provided to Lessee are the property of the Lessor and not to be duplicated.

The Lessor will provide conference room usage to the Lessee free of charge. Availability and completion of reservation form are required; and adherence to room reservation policy.

Lessee has been provided with furnished offices as reflective in the physical inventory record (provided upon request). Lessee will surrender these items in same good condition as originally provided to Lessor. Inspection of said furniture may be required at termination of lease. If any items are inspected at poor quality aside from normal wear and tear and/or missing, a comparable replacement cost may be imposed.

The Lessee is responsible for insuring personal property, and will provide Lessor with current proof of general liability insurance.

VI. ACCESSIBILITY STANDARDS AND ALTERATIONS

The Lessor agrees that the demised premises now conform, or that, prior to Lessee's occupancy, said premises shall, at Lessor's expense, be brought into conformance with the requirements of the Florida Americans With Disabilities Accessibility Implementation Act, Section 553.501 - 553.513, Florida Statutes, and the current Florida Disability Code for Building Construction, providing requirements for persons with disabilities and with the requirement of Public Law 101-336, enacted July 26, 1990, effective January 26, 1992, Section 28 CFR Part 35 and Appendix to Section 36 CFR Part 1191, Known as the

“Americans with Disabilities Act of 1990.”

That the Lessee shall have the right to make any alterations in and to the demised premises during the term of this lease upon first having obtained the written consent thereto of the Lessor and said alternations being in accordance with the terms and conditions of the Condominium Associations’ rules and regulations. The Lessor shall not capriciously withhold the consent to any such alterations.

VII. INJURY OR DAMAGE TO PROPERTY ON PREMISES

All property of any kind that may be on the premises during the continuance of this lease shall be at the sole risk of the Lessee, and except for any negligence of the Lessor, the Lessor shall not be liable to the Lessee for loss or damage to the property. Appliances and electronic equipment of any kind shall be permitted on the premises at the inspection and authorization of the Lessor.

VIII. FIRE AND OTHER HAZARDS

Subject to the terms and conditions of the Condominium Associations’ rules and regulations, in the event that the demised premises, or the major part thereof, are destroyed by fire, lightning, storm or other casualty, the Lessor at its option may forthwith repair the damage to such demised premises at its own cost and expense. The rental thereon shall cease until the completion of such repairs and the Lessor will immediately refund the pro rata part of any rentals paid in advance by the Lessee prior to such destruction; should the premises be only partly destroyed, so that the major part thereof is usable by the Lessee, then the rental shall abate to the extent that the injured or damaged part bears to the whole of such premises and such injury or damage shall be restored by the Lessor as speedily as is practicable and upon the completion of such repairs, the full rental shall commence and the lease shall then continue the balance of the term.

Subject to the terms and conditions of the Condominium Associations’ rules and regulations, the Lessor shall provide for fire protection during the term of this lease in accordance with the fire safety standards of the State Fire Marshal. The Lessor shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshal. The Lessor agrees that the demised premises shall be available for inspection by the State Fire Marshal, prior to occupancy by the Lessee, and at any reasonable time thereafter.

The Lessor certifies that to the best of its knowledge no asbestos was used in the construction of the demised premises or that if asbestos was used, actions have been completed to correct the hazards caused by the use of asbestos.

The Lessor certifies that to the best of its knowledge if any radon is present, it is at a measurement level less than 4 PCI/L.

IX. EXPIRATION OF TERM

At the expiration of the term, the Lessee will peaceably yield up to the Lessor the demised premises in good and tenantable repair. It is understood and agreed between the parties that the Lessee shall have the right to remove from the premises all personal property of the Lessee and all fixtures, machinery, equipment, appurtenances and appliances placed or installed on the premises by it, provided the Lessee restores the premises to as good a state of repair as they were prior to the removal.

At the expiration of the term, the Lessee will promptly surrender all office keys as outlined in Article V and mail box key, which unlocks the Lessee’s United States postal service suite number. The loss or replacement of any keys will be subject to a monetary charge payable at expiration of lease term.

X. SUBLETTING AND ASSIGNMENT

The Lessee will not be allowed to sublet or to assign all or any part of the demised premises.

XI. NOT CONSENT TO SUE

The provisions, terms or conditions of this lease shall not be construed as a consent to be sued because of said lease hold and nothing in this lease shall be construed as a waiver of sovereign immunity

found in section 768.28, Fla. Stat.

XII. WAIVER

Failure of the Lessor to enforce or exercise any right(s) under this lease shall not be deemed a waiver of Lessor's right to enforce or exercise said right(s) at any time thereafter.

XIII. RIGHT OF LESSOR TO INSPECT

The Lessor, at all reasonable times, may enter into and upon the demised premises for the purpose of viewing the same and for the purpose of making any such repairs as they are required to make under the terms of this lease.

XIV. BREACH OF COVENANT

These presents are upon this condition, that, except as provided in this lease, if the Lessee shall neglect or fail to perform or observe any covenant herein contained, which on the Lessee's part is to be performed, and such default shall continue for a period of thirty (30) days after receipt of written notice thereof from the Lessor to the Lessee, then the Lessor lawfully may, immediately, or at any time thereafter, and without further notice or demand, enter into and upon the demised premises, or any part thereof, and repossess the same as of their former estate and expel the Lessee and remove its effects forcefully, if necessary, without being taken or deemed to be guilty of any manner of trespass and thereupon this demise shall terminate but without prejudice to any remedy which might otherwise be used by the Lessor for arrears of rent or for any breach of the Lessee's covenants herein contained including, but not limited to, Lessor's rights to terminate this lease in accordance with Article XX hereof.

XV. ACKNOWLEDGMENT OF ASSIGNMENT

That the Lessee upon the request of the Lessor shall execute such acknowledgment or acknowledgments, or any assignment, or assignments, of rentals and profits made by the Lessor to any third person, firm or corporation, provided that the Lessor will not make such request unless required to do so by the Mortgagee under a mortgage, or mortgages executed by the Lessor.

XVI. TAXES AND INSURANCE

Subject to its own exemption and subject to the terms and conditions of the Condominium Associations' rules and regulations, Lessor shall pay all real estate taxes and fire insurance premiums on the demised premises. Lessor shall not be liable to carry fire insurance on the person or property of the Lessee or any other person or property which may now or hereafter be placed in the demised premises.

XVII. USE OF PREMISES

The Lessee will not make or suffer any unlawful, improper or offensive use of the premises or any use or occupancy thereof contrary to the laws of the State of Florida or to such Ordinances of the City and/or County, or the applicable rules of the Condominium Associations in which the demised premises are located, now or hereinafter made, as may be applicable to the Lessee.

XVIII. RENEWAL

If the Lessee desires to renew this lease under the provisions of this Article, it shall give the Lessor written notice thereof not more three (3) months nor thirty (30) days prior to the expiration of the initial term stated in Article 1 of this lease. If this lease is renewed, the term of each renewal year shall be from June 1 to May 31. If Lessee desires to renew this lease after the first renewal year, the Lessee shall give the Lessor written notice thereof not more than six (6) months nor less than three (3) months prior to the expiration of the renewal period. All lease renewals are subject to approval by the CSC board.

If Lessee renews this lease, the rental rate shall increase three percent (3%) per square foot for each renewal year.

XIX. RIGHT TO TERMINATE

The Lessee shall have the right to terminate, without penalty, this lease in the event other space becomes available to the Lessee for occupancy during the term of said lease for the purposes for which this space is being leased in the County of St. Lucie, Florida, upon giving three (3) months advance written notice to the Lessor by Certified Mail, Return Receipt Requested. The Lessor shall have the right to terminate, without penalty or cause, this lease upon giving three (3) months advance written notice to the Lessee by Certified Mail, Return Receipt Requested.

XX. NOTICES AND INVOICES

All notices required to be served upon the Lessor shall be served by Registered or Certified Mail, Return Receipt Requested, at

546 NW University Blvd., Suite 201 Port St. Lucie 34986
(Street) (City) (Zip Code)

and all notices required to be served upon the Lessee shall be served by Registered or Certified Mail, Return Receipt Requested, at the address of the Lessee at

546 NW University Blvd., Suite 203 Port St. Lucie 34986
(Street) (City) (Zip Code)

XXI. DEFINITION OF TERMS

1. The terms "lease," "lease agreement," or "agreement" shall be inclusive of each other and shall also include any renewals, extensions or modifications of this lease.
2. The terms "Lessor" and "Lessee" shall include the successors and assigns for the parties hereto.
3. The singular shall include the plural and the plural shall include the singular whenever the context so requires or permits.

XXII. ADDITIONAL TERMS

The Lessee hereby acknowledges that it has examined each and every part and parcel of the described premises, including any property or fixtures included therein, and acknowledges that Lessee is in the better position to know the condition of the described premises and property or fixtures contained therein by virtue of its inspection of the described premises. The Lessee hereby acknowledges that the described premises are in good condition and free from defects or hazards, whether latent or obvious, and Lessee is satisfied that such condition is good and sufficient for the purposes and duration for which the Lessee proposed to utilize said described premises. The Lessee further acknowledges that it did not rely on any representations or warranties from the Lessor in concluding that the condition of the described premises is good, free from defects or hazards of all kinds, and is sufficient for the purposes and duration for which the Lessee proposed to utilize said demised premises.

The rights of the Lessee under this Lease shall be subject and subordinate to the lien of any bona fide encumbrance or other like instrument whereby the Lessor may place the described premises or this agreement as security for the payment of money or other obligation.

Lessee for itself and on behalf of its legal representatives, waives, releases and forever discharges Lessor and its officers, employees and agents, committees and representatives and their successors and assigns of and from every and all claims, actions, and causes of action for any personal injury, including death, or property damage, which may be suffered or sustained by anyone entering onto the described premises on behalf of, at the request of or as a guest of Lessee and agrees to indemnify and hold harmless Lessor from any such claims or causes of action by whomever or wherever made, including costs and expenses of legal defense through all trial and appellate proceedings in the event a claim is asserted. Lessee agrees and understands that indemnification under this provision includes all claims, damages, all costs and attorney’s fees through and including all trial and appellate proceedings and further includes any costs and attorneys’ fees incurred in establishing Lessor’s right and entitlement to indemnification under this provision.

In the event of litigation between the parties hereto for actions arising under this lease or related to enforcement of same, the prevailing party shall be entitled to recover all costs and expenses including, but not limited to, attorney’s fees and costs through all trial and appellate proceedings, including those related to entitlement to fees.

If any term or provision of this lease, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this lease, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this lease shall be deemed valid and enforceable to the extent permitted by law.

If Lessee is required to provide insurance under this lease, Lessee hereby waives any and all rights to Subrogation against the Lessor, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Lessee shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should Lessee enter into such an agreement on a pre-loss basis.

ORIGINAL

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year above written.

**CHILDREN’S SERVICES COUNCIL
OF ST. LUCIE COUNTY**

**FAMILIES OF THE
TREASURE COAST**

BY: _____
Sean Boyle
Chief Executive Officer

BY: _____
Kimberly Eardley
Chief Executive Officer

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
Glen J. Torcivia, Attorney

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