



ADDENDUM ITEM
COUNCIL ITEM 13C
DATE 12/3/12

Memorandum

TO: MAYOR & CITY COUNCIL
FROM: GREGORY J. ORAVEC, CITY MANAGER
DATE: DECEMBER 2, 2012
SUBJECT: USE OF OFFICE #255 AT THE CIVIC CENTER BY
STATE REPRESENTATIVE LARRY LEE, JR.

This memorandum serves to request that this item be added to the City Council Agenda of December 3, 2012, as New Business.

State Representative Larry Lee, Jr., has contacted me regarding the possibility of the City providing him with a place to meet his District 84/Port St. Lucie constituents a couple of times per week. The Civic Center is located within District 84 and has an office space off of the north wall of the lobby between the Café and the entrance to the recreation wing, Office #255, which, currently, is not fully utilized. Accordingly, staff recommends allowing Representative Lee to utilize Office #255 pursuant to a lease in substantially the form as Exhibit "A". Highlights of the proposed lease include:

- Term: December 17, 2012 to December 31, 2014.
- Use: Office use on Tuesdays and Thursdays from 9 a.m. to 3 p.m. or other mutually agreed upon days and times.
- Annual Rent: Waived due to the intermittent nature of the use.
- Lessee is responsible for phones, computers and any accessory equipment.

If this proposal meets your approval, the lease will be presented to you as part of an ordinance in January, and we will allow Representative Lee to utilize Office #255 in the interim.

If you have any questions or require additional information, please do not hesitate to contact me.

Thank you.

**LEASE AGREEMENT
FOR
OFFICE SPACE AT THE CIVIC CENTER**

This Agreement ("Lease") for certain office space located at the Civic Center, 9221 SE Civic Center Place, Port St. Lucie, FL 34952, made and entered into effective as of the _____ day of _____, 2012, between the City of Port St. Lucie, a Florida municipal Corporation ("Lessor"), and State Representative, Larry Lee, Jr., District 84 ("Lessee").

1. **LEASED PREMISES.**

Lessor hereby leases to Lessee certain office space located at the Civic Center, , Building "A", 9221 SE Civic Center Place, Port St. Lucie, FL 34952. That office space is more particularly described as Office #255, consisting of 120 square feet ("Leased Premises") at the Civic Center. Lessor also hereby grants to Lessee and Lessee's employees, agents, invitees, licensees and vendors the nonexclusive right to use the restrooms and lobby.

2. **USE.**

Lessee shall use and occupy the Leased Premises for the purpose of an office building and for any other lawful use desired by Lessee upon the written consent of Lessor. Lessee shall only need the Leased Premises on the following days: Tuesdays & Thursdays and times 9a.m – 3p.m. These days and times may be changed upon mutual consent of the parties.

3. **TERM.**

The term of this Lease shall commence on December 17, 2012 and shall continue until expiration on December 31, 2014 (the "Term"), and may be extended as hereinafter provided. Notwithstanding 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 two (2) terms, with the same terms, covenants and conditions set forth in this Lease, except as hereinafter specifically provided. Lessee may exercise each option by giving written notice to Lessor at least ninety (90) days prior to the expiration of the Term of this Lease or the first Renewal Term, as the case may be.

5. **ANNUAL RENT.**

Due to the intermittent nature of the use, the Lessor shall waive the rent for the Lessee.

6. **LESSEE and LESSOR'S RESPONSIBILITIES.**

Lessee shall provide any office furnishings in addition to the existing outfitting of the space. Additionally, the Lessee shall pay for any telephones, computers or other accessory equipment.

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 movable furniture, partitions, and fixtures put in at the expense of Lessee which can be removed by Lessee without causing any structural damage to the building and where Lessee reasonably repairs any damage to the Leased Premises due to removal of the fixture(s), shall become the property of Lessor at the termination of this Lease. Lessee shall pay the cost of any and all office improvements except the enclosure of the existing security panel.

8. **NOTICES.**

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent by 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.
State Representative, District 84
100 North US Highway 1
Fort Pierce, FL 34950

If to Lessor:

City Manager
City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984-5099

Copy to:

City Attorney
City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984-5099

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 unless such negotiations, arrangement, brochures, agreements and understandings are specifically incorporated herein.

10. **MODIFICATION OF LEASE.**

This Lease may be modified only by mutual written agreement of both parties.

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 suit or action shall be in St. Lucie County, Florida; and both parties hereby waive any defenses to the contrary. Although Lessee drew the printed provisions of this Lease, 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 LAWS.**

Lessor covenants and warrants that 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. seq. If Lessor receives notice from any 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 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.

IN WITNESS WHEREOF, the undersigned parties have executed this Lease Agreement on the day and year first written above.

CITY OF PORT ST. LUCIE

Witness

By: _____
Gregory J. Oravec, City Manager
(Lessor)

Witness

APPROVED AS TO FORM AND
CORRECTNESS:

Pam E. Booker, Senior Assistant City Attorney

Witness

Larry Lee, Jr.
State Representative, District 84
(Lessee)

Witness