

## **(LEASE AGREEMENT)**

This Lease Agreement ("Lease") is made and entered on this \_\_\_\_\_, 2020 ("Effective Date") by and between the City of Pensacola, a municipal corporation of the State of Florida, (hereinafter referred to as the "Lessor") and Pensacola Downtown Improvement Board of Pensacola, Florida, a special dependent district of the City of Pensacola, Florida pursuant to Laws of Florida, Ch. 72-655 as amended (hereinafter referred to as the "Lessee"), Lessor and Lessee may also be referred to as "Party" or "Parties".

### **PREAMBLE**

**WHEREAS** the Lessor is the record titleholder of certain real property located within Pensacola, Escambia County, Florida, legally described in attached Exhibits "B-1" and "B-2" ("Trash Compactor Property") and attached Exhibit "C" ("Jefferson Garage Storage Area"); and,

**WHEREAS** the Lessor has agreed to grant to Lessee this Lease for the Trash Compactor Property to house a trash compactor owned and operated by the Lessee; and,

**WHEREAS** the Lessor has agreed to grant to Lessee this Lease for the Jefferson Garage Storage Property to store bollards owned and utilized by the Lessee.

NOW, THEREFORE, in exchange for the Lessor granting this Lease to the Lessee and other good and valuable consideration, the Lessee and Lessor agree to the following terms and conditions:

1. Recitals. The foregoing Recitals are true and accurate and are incorporated into this Lease in their entirety.
2. Location and Uses. The Lessor hereby grants, demises and leases to the Lessee in consideration of the rent and covenants for the locations described and depicted in attached Exhibit "B" and Exhibit "C" and for the uses described in the Preamble.
3. Term. Except as provided in Section 5 herein, the term of the Lease shall be for two years from the date of execution of this Lease ("Term"). At the expiration of the Term, this Lease shall automatically renew for additional one year terms on the anniversary of the Effective Date ("Additional Terms") unless either Party served written notice of the non-renewal for Additional Terms at least ninety (90) days prior to the expiration of the Term or any Additional Term,
4. Rent. The Lessee agrees to pay the Lessor an annual rent of ten dollars (\$10) to be paid no later than the thirty (30) days after the Effective Date and on the anniversary of the Effective Date every year thereafter.
5. Maintenance. At all times during the term of this Lease, Lessee shall, at its sole cost and expense, maintain the Trash Compactor Property and the Jefferson Garage Storage Area, in addition to, any improvements on the Trash Compactor Property in good, clean, safe and first-

class order, condition and appearance and to that end shall make all necessary repairs and replacements, including improvements. Within sixty (60) days of the trash compactor being removed, or if it is no longer being operated, at Lessee's sole expense, the Lessee shall be responsible for the removal of the trash compactor from the Trash Compactor Property and the improvements on the Trash Compactor Property and the Trash Compactor Property portion of this Lease shall terminate on the sixtieth (60<sup>th</sup>) day. If the Lessee fails to remove the trash compactor from the Trash Compactor Property and the improvements on the Trash Compactor Property within the above referenced 60-days, the Lessor will remove the trash compactor from the Trash Compactor Property and the improvements on the Trash Compactor Property, and all cost associated with such removal will be invoiced to the Lessee.

6. Notices. Any written notice required or provided for herein shall be given in writing and shall be deemed validly given if delivered by personal delivery, overnight air carrier service, or certified or registered United States mail, postage prepaid, return receipt requested, addressed as follows:

For Lessor:

City Administrator - Keith Wilkins  
222 West Main Street, Pensacola, FL 32502  
850-436-5627  
[kwilkins@cityofpensacola.com](mailto:kwilkins@cityofpensacola.com)

With a copy to:

City Parking Manager - Lissa Dees, Parking Management  
222 West Main Street, Pensacola, FL 32502  
850-434-5372  
[ldees@cityofpensacola.com](mailto:ldees@cityofpensacola.com)

For Lessee:

Executive Director - Walker Wilson  
226 S. Palafox Place, Suite 106, Pensacola, FL 32502  
850-434-5371  
[walkerwilson@downtownpensacola.com](mailto:walkerwilson@downtownpensacola.com)

Notice shall be deemed effective upon receipt. The person to whom and the place to which notices are to be delivered may be changed from time to time by either party by written notice given to the other party.

7. Insurance. While this Lease is in effect, the Lessee agrees to furnish the Lessor with a Certificate of Insurance, naming the Lessor as Certificate Holder and Additional Insured, as proof that each has secured and paid for a policy of public liability insurance covering all public risks related to the Trash Compactor Property and the Bollard Storage Property pursuant to this Lease. The coverages and amounts of such insurance shall be not less than the following:

Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence and in the aggregate. Coverage must be provided for bodily injury and property damage liability for premises, operations, products and completed operations contractual liability and independent contractors. The coverage shall be written on an Occurrence Basis and list the Lessor as an additional insured. The Lessor shall not be considered liable for premium payment, entitled to any premium return or dividend, and shall not be considered a member of any mutual or reciprocal company. The coverage will be considered primary as relates to all provisions of the Lease.

As used in this Section 6, "the Lessor" is defined to mean the City of Pensacola itself, any subsidiaries, or affiliates, elected and appointed officials, employees, volunteers, representatives, and agents. The Lessee understands and agrees that such insurance amounts may in the future be reasonably revised upward at the Lessor's option and that the Lessee shall so revise such amounts immediately following notice to the Lessee of such requirements. Such insurance policy shall provide that it cannot be canceled or amended without at least thirty (30) days' prior written notice to the Lessor. A copy of the current Certificate of Insurance is attached as Exhibit "D". The Lessee agrees to submit a similar Certificate of Insurance annually to the Lessor on the anniversary of the Effective Date. The "Holder Address" is City of Pensacola, Risk Management, P.O. Box 12910, Pensacola FL 32521. The Lessee shall maintain and keep in force such public liability insurance at all times during the Term and any Additional Terms. All insurance coverage required herein shall include coverage of all the Lessee's contractors.

8. Indemnification. The Parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other Party. The Lessor and Lessee, as public agencies of the State of Florida as defined in §768.28, Florida Statutes, agree to be fully responsible for their individual negligent acts or omissions or tortious acts which result in claims or suits against the other Party and agree to be fully liable for any damages caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity, and nothing herein shall be construed as consent by either Party to be sued by third parties in any matter arising out of this Agreement. **THE PARTIES AGREE THAT THE FOREGOING DUTIES AND OBLIGATIONS CONTAINED IN THIS SECTION 7 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT WITH RESPECT TO ANY STATE OF FACTS THAT EXISTS.**

9. Assignment. This Lease shall not be assigned by any Party to this Lease without the written consent of the other Party.

10. Choice of Law. The laws of the State of Florida govern all matters arising out of or relating to this Lease, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

11. Designation of Forum. Any Party bringing a legal action or proceeding against any other Party arising out of or relating to this Lease shall bring the legal action or proceeding exclusively in the state courts of Escambia County, Florida.

12. Amendments. The Parties may amend this Lease only by mutual written consent of the Parties.

13. Non-Waiver. No provision in this Lease may be waived, except pursuant to a writing executed by the Party against whom the waiver is sought to be enforced.

14. Severability; Counterparts. Any provision of this Lease held invalid, illegal, or unenforceable shall not affect the remaining valid, legal, or enforceable provisions of this Lease. This Lease may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

15. Entire Lease. This Lease contains the entire agreement between the Parties hereto and no verbal or oral agreements, promises or understandings shall be binding upon either Lessor or Lessee in any dispute, controversy or proceeding at law.

16. Headings. Paragraph headings of this Lease are inserted only for reference and in no way define, limit, or describe the scope or intent of this Lease nor affect its terms or provisions.

17. Permits. Lessee shall obtain and maintain all permits required by all governmental authorities having jurisdiction over the operations of the Lessee for the type of businesses operated by the Lessee and shall maintain all required permits during the Term and any Additional Term. Notwithstanding the other terms of this Lease, this Lease shall automatically terminate if the Lessee fails to obtain and maintain all permits required by all governmental authorities having jurisdiction over the Lease.

18. Default and Remedies. Except as otherwise provided herein, a Party shall be deemed in default of this Lease if the Party: (a) fails to perform Party's obligations or comply with any of the promises, undertakings, covenants, terms and conditions of this Lease, for thirty (30) days after written demand for performance by the other Party and/or (b) abandons the Lease in whole or in part. A Party may pursue any remedy for a default herein conferred upon or reserved or granted to a Party by law or in equity including but not limited to terminating this Lease.

19. Public Records Act.  
The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section

119.0701, Florida Statutes, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly agree specifically that the contracting parties hereto shall comply with the requirements within Attachment "A" attached hereto and incorporated by reference

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed and sealed the day and year first above written.

**PENSACOLA DOWNTOWN IMPROVEMENT BOARD**, a special dependent district of the City of Pensacola, Florida pursuant to Laws of Florida, Ch. 72-655 as amended:

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

Its:

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

**CITY OF PENSACOLA, FLORIDA**

\_\_\_\_\_  
Mayor, Grover C. Robinson, IV

\_\_\_\_\_  
City Clerk, Ericka L. Burnett

Approved as to Substance:

\_\_\_\_\_  
Department Director

Legal in form and execution:

\_\_\_\_\_  
City Attorney

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

## ATTACHMENT A

**PUBLIC RECORDS:** Consultant shall comply with Chapter 119, Florida Statutes. Specifically, Consultant shall:

- A. Keep and maintain public records required by the City to perform the service.
- B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if Consultant does not transfer the records to the City.
- D. Upon completion of the Contract, transfer, at no cost, to the City, all public records in possession of Consultant or keep and maintain public records required by the City to perform the service. If Consultant transfers all public records to the City upon completion of the Contract, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Contract, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Consultant to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

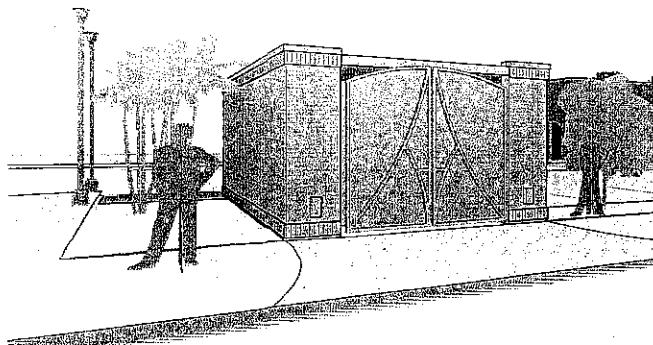
**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**THE OFFICE OF THE CITY CLERK, (850) 435-1715**

**PUBLICRECORDS@CITYOFPENSACOLA.COM**

**222 WEST MAIN STREET, PENSACOLA, FL 32502**

**A MASONRY TRASH ENCLOSURE FOR THE DOWNTOWN PARKING MANAGEMENT DISTRICT**  
South Jefferson Street  
Pensacola, FL



**APPLICABLE CODES:**  
2014 FLORIDA BUILDING CODE

CONSTRUCTION TYPE:  
TYPE II UNPROTECTED, UNSPRINKLERED

OCCUPANCY CLASSIFICATION:  
U-UTILITY

## GENERAL NOTES

7. TO THE BEST OF YOUR KNOWLEDGE, THERE HAVE BEEN NO CHANGES TO THE APPLICABLE REQUIREMENTS OF THE FLORIDA BUILDING CODE, WITH REFERENCE TO THE CONSTRUCTION OF THE PROJECT, SINCE THE DATE OF THE LAST REVISION OF THE FLORIDA BUILDING CODE, AND ALL OTHER APPLICABLE FEDERAL, STATE AND LOCAL CODE, STANDARDS, ORDINANCES AND LAWS, AND THE PROJECT HAS BEEN DESIGNED TO COMPLY WITH ALL REFERENCED STANDARDS PRIOR TO THE EDITION IN FORCE AT THE TIME THESE DOCUMENTS WERE PREPARED.
8. CONTRACTOR TO MAINTAIN CURRENT PROJECT DOCUMENTS, DIMENSIONS AND SIZE CONDITIONS AND COORDINATE WITH FIELD DIMENSIONS AND PROJECT SHOP DRAWINGS PRIOR TO COMMENCING CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE TO ARCHITECT, BUT NOT CHANGE SIZE OR DIMENSIONS OF STRUCTURAL MEMBERS, OR OTHER CONSTRUCTION DETAILS, TO ACCOMMODATE ANY DISCREPANCIES, OR DISCREPANCIES OR VARIATIONS BETWEEN THE CONSTRUCTION DOCUMENTS AND FIELD CONDITIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY COMMUNICATIONS RELATING TO THE ARCHITECT FOR ANY REVISIONS, CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COMMUNICATIONS RELATING TO THE ARCHITECT FOR ANY REVISIONS, CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COMMUNICATIONS RELATING TO THE ARCHITECT FOR ANY REVISIONS.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES FROM DAMAGE. EACH CONTRACTOR SHALL PROTECT HIS WORK, ADJACENT PROPERTY AND THE PROPERTY OF OTHERS. CONTRACTOR IS SOLELY RESPONSIBLE FOR DAMAGE OR INJURY DUE TO HIS WORK OR NEGLIGENCE.
10. CONTRACTOR TO SOLELY RESPONSIBLE FOR ANY SAFETY AND CONSTRUCTION PROCEDURES.
11. PROJECT SCALE DIMENSIONS: USE DIMENSIONS.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING DRAWING APPLICATION TO THE SITUATION THAT BE THE SAME OR SIMILAR TO THOSE SPECIFICALLY TREATED, SUCH THAT THE DIMENSIONS ON EACH DRAWING SHALL BE THE SAME AS THE DIMENSIONS SPECIFIED ON THE DRAWING. ANY DIMENSIONS ON EACH DRAWING SHALL BE THE SAME AS THE DIMENSIONS SPECIFIED ON THE DRAWING.

**TRASH COMPACTOR**  
**ENCLOSURE**  
South Jefferson Street  
Pensacola, FL

DRAWN BY: LZ	CHECKED BY: SS
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ISSN 1342-9762

Evaluating		
Mr.	Dean	Mark

REVENUE		
No.	Desc.	Costs

SHOPI 810 P2

**TITLE SHEET**

SHIPP NO:

**G001**

PROJECT NO:  
15062

Diagram illustrating the components of a 10' x 10' metal building:

- V CRIMP METAL ROOF COVER (18" x 14" x 1/2" GALVALUME 180° PIST)
- DOUBLE SOLDER CAP
- SOLDER COURSE
- SOLDER BASE COURSE

A person is shown for scale next to the building.

Diagram illustrating the components of a steel frame gate assembly:

- PREPARED AND PAINTED STEEL TUBE FRAME
- PREFABRICATED ALUM. METAL PANEL SCREW TO STEEL FRAME USE RUBBER WASHERS
- ACCESS FOR PIVOT LOCKS
- 6" RUBBER BUMPER EACH SIDE GUARANTEE PIVOT NO. DOWNE
- STEEL RODS TO GUARANTEE GATE COORDINATE WITH STEEL SLEEVES IN SLAB

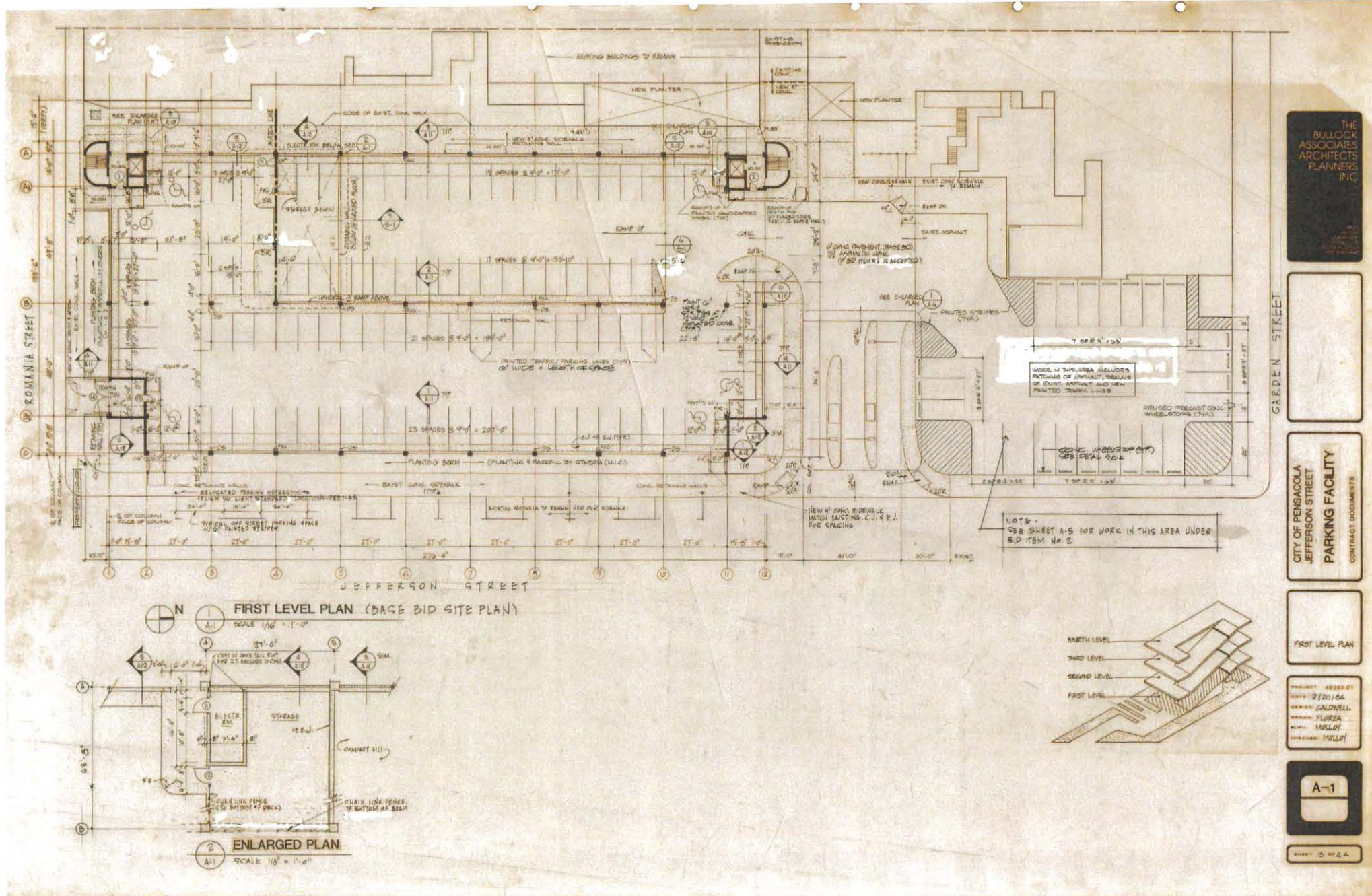
## NEW WORK NOTES

- [illegible]

 **1 NEW WORK PLAN**  
1/8" = 1'-0"



Exhibit C







# CERTIFICATE OF LIABILITY INSURANCE

PENSADOW-01

JSCANLON

DATE (MM/DD/YYYY)

9/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Underwood Anderson & Assoc., Inc. 2302 North 9th Ave Pensacola, FL 32503	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (850) 434-5526 FAX (A/C, No): (850) 438-0330 E-MAIL ADDRESS: agency@underwoodanderson.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Preferred Governmental Insurance Trust INSURER B : James River Ins INSURER C : INSURER D : INSURER E : INSURER F :	
<b>INSURED</b> Pensacola Downtown Improvement Board, Inc. 226 S. Palafox Place, Ste 106 Pensacola, FL 32502	<b>NAIC #</b>	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PKFL10174501 19-08	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ Included \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC2FL10174501 19-08	10/1/2019	10/1/2020	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	<b>General Liability</b>			PRG7000316	9/15/2019	10/1/2020	Per Vehicle 350,000
B	<b>General Liability</b>			PRG7000316	9/15/2019	10/1/2020	Per Location 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Excess Liability James River Insurance Company Policy: PRG7000185 09/15/18-09/15/19 Aggregate: \$2,000,000/Per Occurrence: \$1,000,000/Products-Completed Operations Aggregate: \$2,000,000/Damage To Rented Premises: \$500,000.

RE: Management of the downtown Pensacola Parking Operations

City of Pensacola Department of Risk Management is Additional Insured and there is a 60 day notice of cancellation with regard to General Liability. City of Pensacola Department of Risk Management is Designated Insured and there is a 30 day notice of cancellation with regard to Auto Liability. 30 day notice of cancellation with regard to Excess Liability and Garagekeepers Legal Liability.

## CERTIFICATE HOLDER

## CANCELLATION

City of Pensacola Department of Risk Management  
 P.O. Box 1290  
 Pensacola, FL 32521

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Dawn P. Shore*