



STATE OF FLORIDA

Standard Lease Agreement

Department of Management Services Form 4054

Lease Number: 4 2 0 : 0 5 1 5

Lease Commencement: 10/01/2023

Preamble

THIS LEASE AGREEMENT is entered into this _____ day of _____, 20____ by and between those Parties listed below.

Parties

Lessee: Florida Department of Agriculture and Consumer Services
Agency Name

Address: 407 South Calhoun Street Tallahassee FL 32399
Street City State Zip Code

Lessor: Levy County, Board of County Commissioners
Lessor Name

Address: P.O. Box 310 Bronson FL 32621
Street City State Zip Code

FEID: 59-6000717 **OR** **Social Security Number:** _____

1. Description

A. In consideration for the covenants and agreements made here, Lessor agrees to lease to Lessee those Premises (hereinafter the "Premises") described as:

Description: 168 square foot portion of the Agriculture Center (Extension Office) located at 625 North Hathaway Ave Bronson, FL 32621

Building: Agriculture Center (Extension Office) **County:** Levy
Building Name

Address: 625 North Hathaway Avenue Bronson FL 32621
Street City State Zip Code

consisting of an aggregate area of 168 square feet of net rentable space measured in accordance with the Department of Management Services' Standard Method of Space Measurement. This space comprises approximately 2.1 % of the 7,968 net square feet in the building.

B. Lessor shall also provide 0 exclusive parking spaces and 1 nonexclusive parking spaces as part of this Lease Agreement.

2. Term & Renewals

A. The Lease shall begin on: October 01, 2023
Month Day Year

and end at the close of business on September 30, 2026
Month Day Year

for a term of 36 months.

B. Lessee, however, is hereby granted the option to renew this Lease for an additional 3 / 3 years upon the same terms and conditions as specified in Article 4. B. of this Lease. If Lessee desires to renew this Lease under the provisions of this Article, it shall give Lessor written notice thereof not more than six months nor less than three months prior to the expiration of the term provided in this Article or any applicable renewal period.

3. Notices, Rental Invoices & Rental Payments

A. All Notices to be served upon Lessee shall be sent by receipted mail to:

Lessee: Florida Department of Agriculture and Consumer Services
Agency Name
 Address: 407 South Calhoun Street Tallahassee FL 32399
Street City State (Zip Code)

B. All Notices to be served upon Lessor shall be sent by receipted mail to:

Lessor: Levy County, Board of County Commissioners
Lessor Name
 Address: 355 South Court Street Bronson FL 32621
Street City State (Zip Code)

C. Rental invoices shall be submitted monthly to Lessee at:

Lessee: Florida Department of Agriculture and Consumer Services, Division of Fruit and Vegetables
Lessee Name
 Address: 170 Century Boulevard Bartow FL 33830
Street City State (Zip Code)

D. Rental Payments shall be paid to Lessor at:

Lessor: Levy County, Board of County Commissioners
Lessor Name
 Address: P.O. Box 310 Bronson FL 32621
Street City State (Zip Code)

4. Rent

The rent shall be payable the month following the month of occupancy in accordance with subsection 215.422, Florida Statutes. The rent for any fractional part of the first month shall be prorated.

A. Base Term

Lessee agrees to pay Lessor rent according to the following schedule:

Term		Floor of Building	Square Footage Per Floor	Rate Per Square Foot	Monthly Rent	Annual Rent
Start (MM/DD/YYYY)	End (MM/DD/YYYY)					
10/01/2023	- 09/30/2024		168	\$10.71	\$150.00	\$1,800.00
10/01/2024	- 09/30/2025		168	\$10.71	\$150.00	\$1,800.00
10/01/2025	- 09/30/2026		168	\$10.71	\$150.00	\$1,800.00
-	-				\$0.00	\$0.00
-	-				\$0.00	\$0.00
-	-				\$0.00	\$0.00
-	-				\$0.00	\$0.00
-	-				\$0.00	\$0.00
-	-				\$0.00	\$0.00
-	-				\$0.00	\$0.00
-	-				\$0.00	\$0.00
-	-				\$0.00	\$0.00
-	-				\$0.00	\$0.00
-	-				\$0.00	\$0.00

Lessor Initial: _____

Lessee Initial: JPH

B. Option Term

For the renewal options as specified in article 2, the rental rate shall be:

Start (MM/DD/YYYY)	Term -	End (MM/DD/YYYY)	Floor of Building	Square Footage Per Floor	Rate Per Square Foot	Monthly Rent	Annual Rent
10/01/2026	-	09/30/2027		168	\$10.71	\$150.00	\$1,800.00
10/01/2027	-	09/30/2028		168	\$10.71	\$150.00	\$1,800.00
10/01/2028	-	09/30/2029		168	\$10.71	\$150.00	\$1,800.00
	-					\$0.00	\$0.00
10/01/2029	-	09/30/2030		168	\$10.71	\$150.00	\$1,800.00
10/01/2030	-	09/30/2031		168	\$10.71	\$150.00	\$1,800.00
10/01/2031	-	09/30/2032		168	\$10.71	\$150.00	\$1,800.00
	-					\$0.00	\$0.00
10/01/2032	-	09/30/2033		168	\$10.71	\$150.00	\$1,800.00
10/01/2033	-	09/30/2034		168	\$10.71	\$150.00	\$1,800.00
10/01/2034	-	09/30/2035		168	\$10.71	\$150.00	\$1,800.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00

5. Utilities

- A. The Lessor , Lessee , see Addendum _____ will promptly pay all billed utilities including gas, water, sewer, solid waste, storm water, and other power and electric light rates or charges which may become payable during the term of this Lease.
- B. For the facilities in which the Lessee occupies a metered, aggregate area of 2,000 net square feet or more, Lessor agrees to provide Lessee timely and accurate data on Lessee's monthly consumption or use of electricity, natural gas, LP gas and/or fuel oil, as appropriate, pursuant to Section 255.257, Florida Statutes.

6. Facility Services

- A. The Lessor or Lessee will furnish daily janitorial services and required janitorial supplies. Janitorial services will include provision of recycling trash disposal for the Premises at the expense of the Lessor or Lessee .
- B. Lessor shall provide for interior and exterior maintenance and repairs in accordance with generally accepted good practices. This includes repainting, replacement of worn or damaged floor covering and repairs or replacement of interior equipment as needed due to normal use. Lessor shall maintain the exterior of the leased facility so to conform to all applicable health and safety laws, ordinances and codes, which are presently in effect or may be enacted during the term of this Lease and any renewal periods.
- C. The Lessor or Lessee agrees to furnish pest control services for the leased Premises during the term of the Lease at the expense of the Lessor or Lessee .
- D. Lessor agrees to install light fixtures for use by Lessee. The Lessor or Lessee shall be responsible for replacement of all bulbs, lamps, tubes, and starters used in such fixtures.

Lessor Initial: _____

Lessee Initial: JBN _____

E. All services required above shall be provided during Lessee's normal working hours, which are deemed 7:30 a.m. to 5:30 p.m., Monday through Friday excluding state holidays, unless otherwise stipulated below:

Day	From	To
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

F. During the term of this Lease, Lessee shall maintain the interior of the Premises in as good a state of repair as it is at the time of the commencement of this Lease. Notwithstanding this obligation, reasonable wear and tear and unavoidable casualties are permissible.

7. Accessibility and Alterations

A. Lessor agrees that the leased Premises meets at the time of occupancy, or will conform, or will be brought into conformance within 180 days of lease execution, the requirements of the 2012 Florida Accessibility Code for Building Construction ("FACBC"), Americans With Disabilities Accessibility Implementation Act, Section 553.501 - 553.514, Florida Statutes. The Code of Federal Regulations, Department of Justice, Title 28, Part 35 and Part 36, and the Department of Transportation Title 49, Part 37 and the requirements of Florida Building codes have all been incorporated within the FACBC.

Notwithstanding anything else contained in this lease, Landlord at Landlord's expense, shall be responsible for and agrees to comply with all obligations under the ADA which imposes any duty upon landlord or tenant with respect to the use, occupancy or alteration of the leased premises, building or project.

If a claim or action is brought due to the allegations of failure to comply with the ADA, Landlord agrees to indemnify, defend, and hold Tenant harmless from any cost or expense, including attorney's fees, from being named in the claim or action.

B. The Florida Building Codes includes and requires the following subparts, which are applicable to occupied or public use leases:

Chapter 1, Section 101.1. all new and altered public buildings and facilities, private buildings and facilities, places of public accommodation and commercial facilities subject to this code shall comply with this code.

Chapter 1, Section 101.3 this code established standards for accessibility to place of public accommodation and commercial facilities by individuals with disabilities. This code shall also apply to state and local government (owned and leased) facilities pursuant to Section 553.503, Florida Statutes. It is to be applied during the design, construction and during any alteration to such buildings and facilities as required by the code.

C. Lessor agrees that Lessee shall have the right to make any minor alterations in and to the Premises during the term of this Lease upon first having obtained written consent of Lessor. Lessor shall not unreasonably withhold the consent to any such alterations.

8. Applicable Laws

Due to the size and/or configuration of the space leased, the following laws apply:

A. Section 255.25(3) (e), Florida Statutes relating to tenant improvement costs for which Lessor may be eligible for reimbursement. As applicable, Lessor and Lessee agree that the sum of _____ has been spent by the Lessor for improvements to the Premises and the Lessor does or does not intend to seek reimbursement for these improvements.

Lessor Initial: _____

Lessee Initial: *JBH* _____

- B. Section 252.385(4) (b), Florida Statutes relating to the use of the Premises as a public hurricane evacuation shelter. As applicable, the facility in which the Premises exist may be required to serve as a public hurricane evacuation shelter at the request of local emergency management agencies. It is hereby agreed and understood that in the event the Premises is selected for use as an emergency shelter Lessor, upon receiving notice from the Emergency Management Center, shall make the building available as a public hurricane evacuation shelter.
- C. **Cooperation with the Inspector General**
Pursuant to section 20.055(5), Florida Statutes, contractor and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

9. Heating and Air Conditioning

Lessor agrees to furnish to Lessee heating and air conditioning equipment and maintain same in satisfactory operating condition at all times for the Premises during the term of the Lease at the expense of Lessor. Lessor agrees that thermostats in the Premises will be set to maintain an average zone temperature of 75 degrees Fahrenheit during the heating and cooling seasons.

10. Compliance with Fire Safety Standards

- A. Lessor shall provide for fire protection during the term of this Lease in accordance with the fire safety standards of the State Fire Marshal. Lessor shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshal. Lessor agrees that the Premises shall be available for inspection by the State Fire Marshal, prior to occupancy by Lessee, and at any reasonable time thereafter.
- B. To assure Lessee of facility compliance with Florida's Fire Safety Standards, Lessor agrees to provide Lessee with written Fire Safety Inspection prior to the Lessee occupying the space. Fire Safety Inspection is to be conducted by State Fire Marshal or local fire officials.
- C. In the event that the entirety or majority of the Premises is destroyed by fire, lightning, storm or other casualty, Lessor may repair the damage to Premises at its own cost and expense. Rental payments shall cease until the completion of repairs. Lessor will immediately refund the pro rata part of any rentals paid in advance by Lessee prior to the destruction. Should the Premises be only partly destroyed, leaving the major part in usable condition, then the rental shall abate on the damaged portion until the Premises is restored by Lessor. Upon the completion of such repairs, the full rental shall commence and the Lease shall then continue the balance of the term.
- D. Lessor certifies that 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.
- E. RADON GAS: 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 a period of 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. Section 404.056(5), Florida Statutes. Lessor certifies that if any radon is present, it is at a measurement level less than 4 PCI/L.

11. Injury or Damage to Property

All property of any kind that may be on the Premises during the term of this Lease shall be at the sole risk of Lessee, and except for any negligence of Lessor, Lessor shall not be liable to Lessee for loss or damage to the property.

12. Expiration of Term

At the expiration of the term, Lessee will peaceably yield up to Lessor the Premises in good and tenantable repair. Lessor and Lessee agree that Lessee shall have the right to remove from the Premises all personal property of Lessee including all fixtures, machinery, equipment, appurtenances and appliances placed or installed on the Premises by Lessee provided that Lessee agrees to restore the Premises to as good a state of repair as found prior to the removal.

Lessor Initial: _____

Lessee Initial: JSH

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Rev. Date 8/22

13. Right to Inspect

Lessor, at all reasonable times, may enter into and upon the Premises for the purpose of viewing the same and for the purpose of making any such repairs as Lessor is required to make under the terms of this Lease.

14. Taxes and Insurance

Lessor shall pay all real estate taxes and fire insurance premiums on the Premises. Lessor shall not be liable to carry fire insurance on the person or property of Lessee or any other person or property that may occupy the Premises now or later.

15. Subletting and Assignment

Lessee, upon obtaining written consent of Lessor, shall have the right to sublet all or any part of the Premises or to assign all or any part of the Premises. Lessor shall not capriciously withhold written consent.

16. Waiver of Defaults

No waiver by Lessee of any breach of this Lease by Lessor shall be construed as a waiver of any subsequent breach of any duty or covenant imposed by this Lease.

17. Rental Commencement

Notwithstanding the provisions of Article 2 "Term" and Article 4 "Rent" of this Lease, term shall not commence until date of completion of the renovations of the demised premises to Lessee's satisfaction and thereby made ready for occupancy by lessee. At the time of occupancy, the rent for any fractional part of the first month of occupancy shall be prorated.

18. Availability of Funds

Pursuant to Section 255.2502, Florida Statutes, Lessor acknowledges that the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

19. Breach of Covenant

- A. If Lessee neglects or fails to perform or observe any covenant herein, and such default continues for a period of thirty (30) days after receipt of written notice thereof from Lessor, then Lessor may lawfully, immediately, or at any time thereafter, and without further notice or demand, enter into and upon the Premises, and repossess the same as of their former estate and expel Lessee and remove its effects forcefully, if necessary.
- B. This action by the Lessor shall not be deemed as any manner of trespassing. Any remedy which might otherwise be used by the Lessor for arrears of rent or for any breach of Lessee's covenants is not waived by such action.

20. Not Consent to Sue

No provisions, terms, or conditions of this Lease shall be construed as consent of the State of Florida to be sued because of said leasehold.

21. Right to Terminate

Lessee shall have the right to terminate this Lease without penalty in the event a State-owned building becomes available to Lessee for occupancy, and upon the giving six (6) months advance written notice to Lessor by Certified Mail, Return Receipt Requested.

22. Public Entity Crime Statement

Section 287.133, Florida Statutes places the following restrictions on the ability of persons convicted of public entity crimes to transact business with public entities, including the department:

A person, or affiliate, who has been placed on the convicted vendor list, following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Lessor Initial: _____

Lessee Initial: JEH

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Rev. Date 8/22

IN WITNESS WHEREOF, the Parties hereto have hereunto executed this instrument for the purpose herein expressed, this _____ day of _____, _____

ANY MODIFICATION OF A LEASE AGREEMENT SHALL NOT BECOME LEGALLY EFFECTIVE UNTIL APPROVED/ACCEPTED BY THE DEPARTMENT OF MANAGEMENT SERVICES.

ORIGINAL SIGNATURES REQUESTED ON ALL COPIES

As to Lessor – Lessor or authorized representative must sign, print name and enter date.

<p>X _____</p> <p style="text-align: center;">Lessor or Authorized Representative</p>	<p>_____</p> <p style="text-align: center;">Printed Name/Title</p>	<p>___ / ___ / ___</p> <p style="text-align: center;">Date</p>
--	--	--

As to Lessee Agency – Agency Head (or authorized designee) and representative of Agency’s Office of General Counsel, must sign, print name and enter date.

<p>X <u>Joey B. Hicks</u></p> <p style="text-align: center;">Agency Head or Authorized Delegate</p>	<p>Joey B. Hicks / Director of Administration</p> <p style="text-align: center;">Printed Name/Title</p>	<p><u>Jul 27, 2023</u></p> <p style="text-align: center;">Date</p>
<p>X <u>John A. Minnick</u> <small>John A. Minnick (Jul 26, 2023 2:32:22 EDT)</small></p> <p style="text-align: center;">Agency Office of General Counsel</p>	<p>John A. Minnick/ Deputy General Counsel</p> <p style="text-align: center;">Printed Name</p>	<p><u>Jul 26, 2023</u></p> <p style="text-align: center;">Date</p>

As to the Department of Management Services – Chief Real Property Administrator (or authorized designee) and Secretary (or authorized delegate) must sign, print name and enter date. When applicable, DMS Office of General Counsel, shall sign, print name and enter date.

<p>X _____</p> <p style="text-align: center;">Chief Real Property Administrator</p>	<p>_____</p> <p style="text-align: center;">Printed Name</p>	<p>___ / ___ / ___</p> <p style="text-align: center;">Date</p>
<p>X _____</p> <p style="text-align: center;">Secretary or Authorized Delegate</p>	<p>_____</p> <p style="text-align: center;">Printed Name / Title</p>	<p>___ / ___ / ___</p> <p style="text-align: center;">Date</p>
<p>X _____</p> <p style="text-align: center;">Office of General Counsel</p>	<p>_____</p> <p style="text-align: center;">Printed Name</p>	<p>___ / ___ / ___</p> <p style="text-align: center;">Date</p>

Lessor Initial: _____

Lessee Initial: JBH

**STATE OF FLORIDA
DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES**

ADDENDUM: A

LEASE NUMBER: 420:0515

Recycling services as stated in Article 6. Facility Services, of the lease agreement, is not to include recycling trash disposal, as this service is not available at this location.

Florida Department of Agriculture
and Consumer Services

Lessor

(x) *Joey B. Hicks*
Lessee Signature

(x) _____
Lessor Signature

 Joey B. Hicks / Director of Administration
Name / Title

Name / Title

 Jul 27, 2023
Date

Date



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
 Employment Eligibility Verification

ADDENDUM B

LEASE NUMBER: 420:0515

Pursuant to section 448.095, Florida Statutes, Lessor agrees that it will enroll and participate in the Employment Eligibility Verification Program (“E-Verify Program”) administered by the U.S. Department of Homeland Security (“DHS”), under the terms provided in the “Memorandum of Understanding” with DHS governing the program, to verify the employment eligibility of all persons it employs under the lease term to perform duties in Florida. Lessor further agrees to provide to the Lessee, as part of the leasing documents, documentation of such enrollment in the form of a copy of the “Edit Company Profile” page in E-Verify, which contains proof of enrollment in the E-Verify Program. (This page can be accessed from the “Edit Company Profile” link on the left navigation menu of the E-Verify employer’s homepage.) Information regarding “E-Verify” is available at the following website: <http://www.uscis.gov/e-verify>.

Lessor further agrees that it will require each subcontractor that performs work under this lease to verify the employment eligibility of its employees hired during the term of this contract by enrolling and participating in the E-Verify Program within ninety days of the effective date of this lease or within ninety days of the effective date of the contract between the Lessor and the subcontractor, whichever is later. The Lessor shall obtain from the subcontractor(s) a copy of the “Edit Company Profile” screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency and other authorized state officials upon request.

Lessor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify Program, including participation by its subcontractors as provided above, and to make such records available to the Agency and other authorized state officials upon request.

Compliance with the terms of this Employment Eligibility Verification provision (including compliance with the terms of the “Memorandum of Understanding” with DHS) is hereby made an express condition of this lease.

Florida Department of Agriculture and Consumer Services

Levy County, Board of County Commissioners

Lessee

Lessor

(x) *Joey B. Hicks*

(x)

Lessee Signature

Lessor Signature

Joey B. Hicks / Director of Administration

Name/Title

Name/Title

Jul 27, 2023

Date

Date



STATE OF FLORIDA Disclosure Statement Department of Management Services Form 4114

Lease Number: 4 2 0 : 0 5 1 5

Purpose

This form is used to collect the information required pursuant to subsections 255.249(4)(h), 255.249(4)(i) and 255.01, Florida Statutes.

1. Ownership – Indicate the type of ownership of the facility in which this lease exists.

- a. Publicly Owned Facility (checked)
b. Privately Owned Facility (checkboxes)
c. Name of titleholder: Levy County, Board of County Commissioners
Titleholder FEIN or SSN: 59-6000717
Name of facility: Agriculture Center, Extension Office
Facility street address: 625 North Hathaway Avenue
Facility city, state, zip code: Bronson, FL 32621

2. Disclosure Requirements

- a. Does a corporation registered with the Securities and Exchange Commission... Yes No
b. Does any party have a 4% or greater ownership interest... Yes No
c. Does any public official, agent, or employee hold any ownership interest... Yes No
d. Is the facility listed above financed with any type of local government obligations? Yes No

3. Ownership Disclosure List - (additional pages may be attached)

Table with 3 columns: Name, Government Agency (if applicable), Extent of Interest (Percent). Rows show 0.00 % interest for multiple entries.

b. The equity of all others holding interest in the above named facility totals:

4. Signatures

By signing this form, the undersigned acknowledges that the information provided is true and complete, to the best of their knowledge.

a. Publicly Owned Facilities

Signature: _____
Name: _____
Government Entity: _____
Date: _____

b. Private Individually-held Facilities

Signature: _____
Name: _____
Date: _____

Signature: _____
Name: _____
Date: _____

c. Entity-held Facilities

This is to certify, that the undersigned is authorized to conduct business as a representative of the entity listed in section 1.c. of this Disclosure Statement.

Signature: _____
Name: _____
Date: _____










420.0515 BRONSON LEVY COUNTY F&V LEASE

Final Audit Report

2023-07-27

Created:	2023-07-26
By:	Michelle Faircloth (michelle.faircloth@fdacs.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXhd6eViKIt-mmSKyyh5jLUS1Hprwtsao

"420.0515 BRONSON LEVY COUNTY F&V LEASE" History

-  Document created by Michelle Faircloth (michelle.faircloth@fdacs.gov)
2023-07-26 - 12:58:49 PM GMT- IP address: 167.95.14.58
-  Document emailed to john.minnick@fdacs.gov for signature
2023-07-26 - 1:03:56 PM GMT
-  Email viewed by john.minnick@fdacs.gov
2023-07-26 - 2:26:35 PM GMT- IP address: 167.95.13.87
-  Signer john.minnick@fdacs.gov entered name at signing as John A. Minnick
2023-07-27 - 3:22:39 AM GMT- IP address: 217.180.196.105
-  Document e-signed by John A. Minnick (john.minnick@fdacs.gov)
Signature Date: 2023-07-27 - 3:22:41 AM GMT - Time Source: server- IP address: 217.180.196.105
-  Document emailed to Joey Hicks (joey.hicks@fdacs.gov) for signature
2023-07-27 - 3:22:42 AM GMT
-  Email viewed by Joey Hicks (joey.hicks@fdacs.gov)
2023-07-27 - 2:14:53 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Joey Hicks (joey.hicks@fdacs.gov)
Signature Date: 2023-07-27 - 2:15:31 PM GMT - Time Source: server- IP address: 167.95.13.83
-  Agreement completed.
2023-07-27 - 2:15:31 PM GMT