



THE CITY OF KEY WEST  
1300 WHITE STREET KEY WEST, FLORIDA 33040

## **LEASE AGREEMENT**

This Lease Agreement, made and entered into this \_\_\_ day of September, 2023, by and between **The City of Key West, Florida**, a political subdivision of the State of Florida, whose address is 1300 White Street, Florida 33040, (“Lessor” or “City”), and **State Senator Ana Maria Rodriguez**, as a member of the Florida Senate for District 40, whose address is 314 Senate Building, 404 South Monroe Street, Tallahassee, Florida 32399-1100, (“Lessee or “Senator Rodriguez”).

WHEREAS, the County leases premises to other governmental agencies and elected officials servicing the Monroe County community; and

WHEREAS, Sen. Rodriguez has requested use of City office space for use as a District 40 office space; and

WHEREAS, the City has determined that it is in the best interests of The City of Key West to provide approximately 120 square feet of office space at Key West City Hall Room 120, 1300 White Street, Key West, Florida, 33040; and

WHEREAS, City staff have already negotiated the terms of the lease and it is necessary for the City Commission to ratify those terms; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Contract Term and Renewals. This agreement is for a 37-month term to commence on October 1, 2023, and terminate on November 3, 2026. There is no automatic renewal of this Lease at the expiration of the initial term. The Lessee shall have the option to renew the Lease, however, as long as the Lessee is in compliance with the terms of the Lease, and upon mutual agreement of the Lessor and Lessee and approval by the City Commission.

2. Demise of Premises. The County leases to the Lessee approximately one hundred twenty (16) square feet of office space at the City of Key West City Hall, Room 120, more particularly described in attached Exhibit “A”, located at 1300 White Street, Key West, Florida 33040 (hereinafter “Premises”), to be utilized by Senator Rodriguez for a District 40 office space for her own official use and to meet with constituents.

3. Rental Fee and Utilities. The rental fee for the Premises is One dollar and no/100 cents (\$1.00) per year, payable on October 1<sup>st</sup> of every year which includes utility services, such as electric, water, sewer, and solid waste collection. If Lessee is required to have telephone or internet service, which is not connected in any manner to the City telephone and internet service, which the City will provide, then Lessee shall arrange for and pay for those services at her own expense.

4. City Responsibility. The City Commission shall direct its Manager, Departments Heads, City Attorney, and staff to provide certain facilities and support to the Lessee as can be provided without requiring an increase in personnel, any purchase or lease of real or personal property, or any other out-of-pocket expenditures.

5. Relationship of Parties. The Lessee is, and shall be, in the performance of all works, services, and activities under this Agreement, a government entity independent from the City and not an employee, agent, or servant of the City. Senator Rodriguez shall exercise control, direction, and supervision over the means and manner of personnel and volunteers through which she performs the functions of her office. Although this Agreement is a cooperative agreement, similar in many respects (but not all) to a partnership, Senator Rodriguez shall have no authority whatsoever to act on behalf and/or as agent for the City in any promise, agreement, or representation, other than specifically provided for in this Lease Agreement. The City shall at no time be legally responsible for any negligence, gross negligence, or intentional conduct on the part of the Lessee, her employees, agents, or volunteers resulting in either bodily or personal injury or property damage to any individual, property, or business entity.

6. Quiet Enjoyment and Right of Use. Upon the observation and performance of all the duties, covenants, terms, and conditions on Lessee's part to be observed and performed, Lessee shall peacefully and quietly hold and enjoy the subject premises for the term hereby demised without hindrance or interruption by Lessor or any other person or persons lawfully or equitably claiming by, through, or under Lessor, subject, nevertheless, to the terms of the Lease.

7. Unauthorized Use. Lessee shall, through her agents and employees, prevent the unauthorized use of the leased Premises or any use thereof not in conformity with this Lease.

8. City's Right of Entry. Lessor reserves the right hereunder to enter upon the Premises at any reasonable time, with advance notice, for any purpose connected with the performance of the Lessor's obligations under this agreement or in the exercise of its governmental functions.

9. Amendments. No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by Lessor and Lessee, with the same formality and of equal dignity herewith.

10. Breach and Penalties. The parties agree to full performance of the covenants contained in this Agreement. Both parties reserve the right, at the discretion of each, to terminate the services in this Agreement for any misfeasance, malfeasance, or nonperformance of the contract terms or negligent performance of the contract terms by the other party. Any waiver of

any breach of covenants herein contained shall not be deemed to be a continuing waiver and shall not operate to bar either party from declaring a forfeiture for any succeeding breach either of the same conditions or covenants or otherwise.

11. Indemnification and Hold Harmless.

- a) To the extent permitted by law, and as limited by Section 768.28, Florida Statutes, the Lessor shall defend, indemnify, and hold harmless Lessee and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which Lessee or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this contract by the Lessor, its employees, officers, and agents. Lessee shall promptly notify the Lessor of each claim, cooperate with the Lessor in defense and resolution of each claim, and not settle or otherwise dispose of the claim without the Lessor's participation.
- b) To the extent permitted by law, and as limited by Section 768.28, Florida Statutes, Lessee shall defend, indemnify, and hold harmless the Lessor and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Lessor or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this contract by the Lessee, its employees, officers, and agents. The Lessor shall promptly notify Lessee of each claim, cooperate with Lessee in the defense and resolution of each claim, and not settle or otherwise dispose of the claim without Lessee's participation.
- c) The indemnification provisions of this contract shall survive termination of this contract for any claims that may be filed after the termination date of the contract provided the claims are based upon actions that occurred during the performance of this contract.

12. Laws and Regulations.

- a) This Agreement shall be construed by and governed under the laws of the State of Florida, unless in an area of law pre-empted by federal law. The Lessee agrees that venue for any dispute will lie in Monroe County, Florida.
- b) The Lessee shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, age or national origin in the performance of work under this Agreement.

- c) Any violation of said statutes, ordinances, rules, regulations, and executive orders shall constitute a material breach of this Agreement and shall entitle the Lessor to terminate this Agreement immediately upon delivery of written notice to the Lessee.

13. Taxes. The City is exempt from Federal, Excise, and State of Florida Sales Tax.

14. Finance Charges. The Lessor will not be responsible for any finance charges.

15. Severability. If any provision of this contract shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this contract, or the application of such provision other than those as to which it is invalid or unenforceable, shall not be affected thereby; and each provision of this contract shall be valid and enforceable to the fullest extent permitted by law.

16. Nondiscrimination. Lessee agrees that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. Lessee agrees to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352), which prohibits discrimination in employment on the basis of race, color, religion, sex, and national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC § 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC §§ 6101-6107), which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, §§ 523 and 527 (42 USC §§ 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC §§ 12101 Note), as may be amended from time to time, relating to nondiscrimination in employment on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) Any other nondiscrimination provisions in any federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

17. Public Access. The Lessor and Lessee shall allow and permit reasonable access to, and inspection of, all documents, papers, letters, or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the

Lessor or Lessee in conjunction with this Lease; and the Lessor shall have the right to unilaterally cancel this Lease upon violation of this provision by Lessee.

18. Assignment. The Lessee shall not assign, transfer, sublease, pledge, hypothecate, surrender, or otherwise encumber or dispose of this contract or any estate created by this contract or any interest in any portion of the same, or permit any other person or persons, company, or corporation to perform services under this contract without first obtaining the written consent of the Lessor. In the event of such consent, this Agreement shall be binding upon the Lessee's successors and assigns.

19. Additional Conditions. The Lessee agrees to accept additional conditions governing the use of funds or performance of work as may be required by federal, state, or local statute, ordinance or regulation or by other policy adopted by the City. Such additional conditions shall not become effective until the Lessee has been notified in writing and no such additional conditions shall be imposed retroactively.

20. Disclosure. The Lessee shall be required to list any or all potential conflicts of interest, as defined by Florida Statutes, Chapter 112, Part III. The Lessee shall disclose to the Lessor all actual or proposed conflicts of interest, financial or otherwise, direct or indirect, involving any client's interest, which may constitute a conflict under said laws.

21. Independent Professional Judgment. The Lessee shall at all times exercise independent professional judgment and shall assume full responsibility for the service to be provided and the work to be completed.

22. Care of Property. The Lessee shall be responsible to the Lessor for the safekeeping and proper use of the property entrusted to the Lessee's care, and to process all documents necessary to continue, without interruptions, any maintenance or service contracts relating to such equipment for its service life.

23. Termination. Termination of the Agreement shall occur at the natural ending date, or earlier should either party determine that there has occurred any material breach of any covenants herein contained, or either party otherwise deems it in their best interest to terminate. Termination may be with or without cause, and shall require written notice to be given to the other party as follows:

- a) In the event either party terminates for breach of contract, termination shall be effective at such time as the terminating party shall declare in its act to terminate for cause, with a minimum of fourteen (14) days' notice in writing required prior to effective termination.
- b) In the event either party terminates without cause, the termination shall not take effect until at least sixty (60) days subsequent to written notice to the other party, and the effective date of termination shall be specified in said notice.

25. Notice Requirement. All written correspondence to the City shall be dated and signed by an authorized representative of the Lessee. Any notice required or permitted under this

Agreement shall be in writing and hand delivered or sent by United States Mail, postage prepaid, to the other party by certified mail, return receipt requested, or by courier with proof of delivery. The place of giving Notice shall remain the same as set forth herein until changed in writing in the manner provided in this paragraph. Notice is deemed received by Lessee when hand delivered by national courier with proof of delivery or by U.S. Mail upon verified receipt or upon the date of refusal or non-acceptance of delivery. Notice shall be sent to the following addresses:

FOR CITY:

The City of Key West  
City Manager  
1300 White Street  
Key West, FL 33040

FOR LESSEE:

Sen. Ana Maria Rodriguez  
Florida Senate  
314 Senate Building  
404 South Monroe Street,  
Tallahassee, Florida 32399-1100

And

City Attorney  
1300 White Street  
Key West, FL 33040

26. Section Headings. Section headings have been inserted in this Lease Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

27. Mutual Review. This Lease Agreement has been carefully reviewed by Lessee and Lessor; therefore, this Agreement is not to be construed against either party on the basis of authorship.

28. Full Agreement. This Agreement constitutes the entire and full understanding between the parties hereto and neither party shall be bound by any representation, statement, promises or agreements not expressly set forth herein and in duly executed amendments under paragraph 9 hereof.

**IN WITNESS WHEREOF**, the parties have executed this agreement the day and year first above written.

(SEAL)

Attest: KERI O'BRIEN, Clerk

**CITY OF KEY WEST, FLORIDA**

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

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

Mayor

(SEAL)

*RR*

Attest:

**ANA MARIA RODRIGUEZ  
SENATOR  
Florida Senate  
District 40**

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