

SECTION 4

LEASES/LICENSES/SERVICES PROVIDERS

PART 4.1 - FACILITY SPACE LEASES

1.0 PURPOSE

This procedure establishes the general scope, responsibilities, guidelines and authorizations required to prepare, execute, and administer leases. Unless otherwise noted the leases are those issued to businesses renting building or land space at the Young - Rainey STAR Center.

2.0 SCOPE

This procedure applies to all leases for office, production, laboratory or other facility space utilization by outside corporations or entities entered into by Young - Rainey STAR Center.

3.0 DEFINITIONS

ASC	–	Accounting Systems Coordinator
AA	–	Administrative Assistant
BDM	–	Business Development Manager
CAC	–	Contract Administrative Coordinator
CATS	–	County Assignment Tracking System
DIR	–	Director
RES	–	Real Estate Specialist
LMS	–	Lease Management System

4.0 REFERENCES

4.1	SAMPLE Lease	-	Sample 1
4.2	SAMPLE Lease Summary Sheet	-	Sample 2
4.3	SAMPLE Tenant Contract Review Transmittal Slip	-	Sample 3
4.4	SAMPLE Delegated Item Routing Memo	-	Sample 4
4.5	SAMPLE Current Insurance Report (Compliance)	-	Sample 5
4.6	SAMPLE Lease Management System (LMS) User Manual (To be issued at a later date)		

5.0 PROCEDURE

5.1 Preliminary Discussions

All preliminary discussions for utilization of facility space shall be with the DIR or the BDM. Preliminary details regarding a proposed lease will be developed during these discussions. Details include: space requirements, number of employees, parking requirements, company history, company product, financials/funding sources, etc.

5.1.1 Proposed Lease Details (See Sample in Sample 1)

A proposed lease generated by the RES, shall contain as a minimum:

- Official Company name with State of Incorporation
- Square footage required by type of space (e.g., office, manufacturing)
- Period of the lease
- Renewal provisions, if any
 - Unique requirements to move in (tenant build-out, tenant improvement allowance)
 - Statement of the type of hazardous materials to be used or stored on the premises
 - Identification of the firm's principals, parent company(s) individual(s) authorized to execute the lease for the prospective leasing entity.
 - Insurance Requirements

5.2 Preparation of the Lease

5.2.1 Drafting the Lease

The RES shall be responsible for drafting all real property leases. The RES will utilize standard provisions used in similar leases negotiated by the County and the STAR Center and incorporate all special terms and conditions as specified by the DIR or BDM.

5.2.2 Drafted Lease Review

The BDM shall coordinate review of the drafted lease with the DIR and if applicable, any other impacted Young - Rainey STAR Center Staff.

5.3 Negotiations

5.3.1 Negotiations with Prospective Lessee

Negotiations with prospective lessees shall be at “arms length” and shall be conducted by the DIR or his/her delegate. Proposed special provisions (including but not limited to, amortization allowances, pay back and other early termination provisions) to the lease, agreed to during negotiations, shall be written and signed by all parties to the lease. The County Attorney is responsible for approval of incorporating all special provisions, terms and conditions into the proposed lease.

5.3.2 Final Authority

It is the responsibility of the DIR or delegate doing the negotiating to notify the prospective lessee that the STAR Center can negotiate in good faith, but the Economic Development Authority has final approval.

5.4 Lease Execution by Lessee

5.4.1 Required Execution

The dated final lease is presented to the lessee for appropriate execution by the corporation/business entity with attestation and corporate seal affixed, if applicable.

5.4.2 Copies Required

The lessee shall return four (4) fully executed copies of the proposed lease to the DIR.

5.4.3 Lease Management System (LMS)

The RES will prepare LMS lease folder and enter pertinent information into the LMS database.

5.5 Final Lease Approval

The RES shall review the fully executed lease with the DIR and other impacted Young - Rainey STAR Center managers; RES will determine date of upcoming BCC meeting to type on the Tenant Contract Review Transmittal Slip and Agenda Memo. Signatures of DIR and BDM are required prior to sending through contract review for approval by the Director of Economic Development, County’s Risk Management, Finance, Assistant County Administrator and Legal in accordance with the County Administrator’s guidelines. When paperwork leaves STAR Center, it will be entered into the County Assignment Tracking System (CATS) for Tenant Contract Review, a copy of the Agenda Memo is to be emailed to County Agenda Coordinator, Assistant County Agenda Coordinator, and Economic Development personnel.

5.6 Distribution

One original is retained by Board Records. Three executed originally signed copies are sent to the DIR, STAR Center.

Distribution by letter, prepared by RES detailing rent, etc. is as follows:

- Lessee, two (2) copies
- RES, Young – Rainey STAR Center, one (1) copy,

5.7 Lease Administration

5.7.1 Monitoring

A summary of each lease that contains the lease rates, dates, square footage, and any other pertinent data deemed useful on such a summary should be placed in the front of each lease folder. A report in alphabetical order shall be maintained by the RES. See Sample 2.

5.7.2 Certificates of Insurance

The RES will follow-up to assure all tenants provide a *Certificate of Liability Insurance* that fully complies with the terms of Section 12, 13, and Exhibit “G”, “Insurance Requirements” of the lease at the commencement of the lease. The RES will notify the DIR of any non-submittals or cancellation of insurance.

A monthly report on the insurance certificate expiration dates shall be maintained by the RES who will provide to the DIR and the BDM a report from the Lease Management System (LMS). The RES will request an update of insurance certificates as required. See Sample 5.

5.8. Renewals

For leases to be renewed, the DIR and/or the BDM shall confirm the space to be leased and review schedule of lease rates in the existing lease, develop a negotiation strategy for rent charges and other considerations to be included in the renewal lease. Rent amounts for similar space in the area, if any, should be reviewed in developing new proposed rent amounts. However at this stage for renewal, rent adjustment should be CPI unless there are new or changing factors.

Negotiations for renewal of leases should be started no later than 90 days prior to the existing leases’ expiration dates.

Once negotiations are completed, the RES will draft an amendment or new lease (if applicable). The procedures in 5.2 through 5.6 shall be followed. The RES will advise the BDM if the lessee's fully executed lease is not received within 10 business days from the date mailed to the lessee.

PART 4.2 - FACILITY LICENSES

1.0 PURPOSE

This procedure establishes the general scope, responsibilities, guidelines and authorizations required to prepare, execute, and administer Licenses. Unless otherwise noted the Licenses are issued to businesses providing services using building and/or land space at the Young - Rainey STAR Center.

2.0 SCOPE

This procedure applies to all licenses for facility space utilization by outside corporations or entities entered into with the Young - Rainey STAR Center.

3.0 DEFINITIONS

AA	–	Administrative Assistant
ASC	–	Accounting Systems Coordinator
BDM	–	Business Development Manager
CAC	–	Contract Administrative Coordinator
CATS	–	County Assignment Tracking System
DIR	–	Director
RES	–	Real Estate Specialist
LMS	–	Lease Management System

4.0 REFERENCES

4.1	SAMPLE License	-	Sample 1
4.2	SAMPLE License Summary Sheet	-	Sample 2
4.3	SAMPLE Tenant Contract Review Transmittal Slip	-	Sample 3
4.4	SAMPLE Delegated Item Routing Memo	-	Sample 4
4.5	SAMPLE Current Insurance Report (Compliance)	-	Sample 5

5.0 PROCEDURE

5.1 Preliminary Discussions

All preliminary discussions for utilization of facility space shall be with the DIR or the BDM. Preliminary details regarding a proposed lease will be developed during these discussions. Details include: space requirements, number of employees, parking requirements, company history, company product, financials/funding sources, etc.

5.1.1 Proposed License Details (See Sample in Sample 1)

A proposed License generated shall contain as a minimum:

- Official Company name with State of Incorporation
- Facility space required by type of space (e.g., office, manufacturing) and service provided
- Period of the license
- Renewal provisions, if any
 - Unique requirements to move in
 - Statement of the type of hazardous materials to be used or stored on the premises
 - Identification of the firm’s principals, parent company(s) individual(s) authorized to execute the License for the prospective leasing entity.
 - Insurance Requirements

5.2 Preparation of the License

5.2.1 Drafting the License

The RES shall be responsible for drafting all Licenses. The RES will utilize standard provisions used in similar leases negotiated by the County and the STAR Center and incorporate all special terms and conditions as specified by the DIR or BDM.

5.2.2 Drafted License Review

The BDM shall coordinate review of the drafted license with the DIR and if applicable, any other impacted Young - Rainey STAR Center Staff.

5.3 Negotiations

5.3.1 Negotiations with Prospective Licensee

Negotiations with prospective licensee shall be at “arms length” and shall be conducted by appropriate personnel under the direction of the DIR. Proposed special provisions (including but not limited to, amortization allowances, pay back and other early termination provisions) to the license, agreed to during negotiations, shall be written and signed by all parties to the license. The County Attorney is responsible for approval of incorporating all special provisions, terms and conditions into the proposed license.

5.3.2 Final Authority

It is the responsibility of the DIR or delegate doing the negotiating to notify the prospective licensee that the STAR Center can negotiate in good faith, but the Economic Development Authority has final approval.

5.4 License Execution by Licensee

5.4.1 Required Execution

The dated final license is presented to the licensee for appropriate execution by the corporation/business entity with attestation and corporate seal affixed, if applicable.

5.4.2 Copies Required

The licensee shall return four (4) fully executed copies of the proposed lease to the DIR.

5.4.3 Lease Management System (LMS)

The RES will prepare LMS lease folder and enter pertinent information into the LMS database.

5.5 Final License Approval

The RES shall review the fully executed lease with the DIR and other impacted Young - Rainey STAR Center managers; RES will determine date of upcoming BCC meeting to type on the Tenant Contract Review Transmittal Slip and Agenda Memo. Signatures of DIR and BDM are required prior to sending through contract review for approval by the Director of Economic Development, County's Risk Management, Finance, Assistant County Administrator and Legal in accordance with the County Administrator's guidelines. When paperwork leaves STAR Center, it will be entered into the County Assignment Tracking System (CATS) for Tenant Contract Review, a copy of the Agenda Memo is to be emailed to County Agenda Coordinator, Assistant County Agenda Coordinator, and Economic Development personnel.

5.6 Distribution

One original is retained by Board Records. Three executed originally signed copies are sent to the DIR, STAR Center.

Distribution by letter, prepared by RES detailing rent, etc. is as follows:

- Licensee, two (2) copies
- RES, Young – Rainey STAR Center, one (1) copy,

5.7 License Administration

5.7.1 Monitoring

A summary of each lease that contains the license rates, dates, square footage, and any other pertinent data deemed useful on such a summary should be placed in the front of each license folder. A report in alphabetical order shall be maintained by the RES. See Sample 2.

5.7.2 Certificates of Insurance

The RES will follow-up to assure all tenants provide a *Certificate of Liability Insurance* that fully complies with the terms of Section 12, 13, and Exhibit “G”, “Insurance Requirements” of the lease at the commencement of the lease. The RES will notify the DIR of any non-submittals or cancellation of insurance.

A monthly report on the insurance certificate expiration dates shall be maintained by the AA who will provide to the DIR and the BDM a report from the Lease Management System (LMS). The RES will request an update of insurance certificates as required. See Sample 5.

5.8. Renewals

For licenses to be renewed, the DIR and/or the BDM shall confirm the space to be licensed and review schedule of licensing rates in the existing license, develop a negotiation strategy for rent charges and other considerations to be included in the renewal license. Rent amounts for similar space in the area, if any, should be reviewed in developing new proposed rent amounts. However at this stage for renewal, rent adjustment should exist unless there are new or changing factors.

Negotiations for renewal of licenses should be started no later than 90 days prior to the existing license’s expiration date.

Once negotiations are completed, the AA will draft an amendment or new license (if applicable). The procedures in 5.2 through 5.6 shall be followed. The AA will advise the BDM if the licensee’s fully executed lease is not received within 10 business days from the date mailed to the licensee.

PART 4.3 – SERVICE PROVIDERS

1.0 PURPOSE

This procedure establishes the general scope, responsibilities, guidelines and authorizations required to allow Service Providers to operate at the Young - Rainey STAR Center.

Note: This policy is in effect for STAR Center owned and operated property. This policy is not in effect for Harrod Properties, Inc. leased land, owned by the Young – Rainey STAR Center. Permission must be received directly from Harrod Properties Inc. to provide service to their tenants and tenant employees on the land that is leased to them.

2.0 SCOPE

This procedure applies to all Service Providers that enter the Young – Rainey STAR Center property to conduct business and provide services to tenants and tenant employees of the Young – Rainey STAR Center.

3.0 DEFINITIONS

DIR	–	Director
Outside Service Provider	–	Any individual or business that enters Young – Rainey STAR Center Property to provide a service to tenant or tenant employee.

4.0 REFERENCES

None

5.0 PROCEDURE

5.1 Request to provide Service

Any Service provider that plans to enter the Young – Rainey STAR Center to provide a service (e.g. Car washing and detailing, food vending, etc.) must request permission in writing to the DIR to conduct the service prior to commencing operations.

5.2 Proof of Municipal, County or State License

Prior to commencing operations, the Service Provider must show Proof of a Municipal, County or State License to conduct said business in Pinellas County to the DIR.

5.3 Proof of Business Insurance

Prior to commencing operations, the Service Provider must show proof of Commercial General Liability Insurance with \$500,000 per event minimum.

5.4 Liability Waiver and Hold Harmless Letter

Prior to commencing operations, the Service Provider must obtain and execute a Waiver of Liability and Hold Harmless Letter from the Young – Rainey STAR Center.

5.5 Limitations of Service Provider Operations

5.5.1 Young – Rainey STAR Center will not endorse or advertise for the Service Provider or their operations.

5.5.2 Leaving flyers/notices on personal vehicles parked on Young – Rainey STAR Center property is prohibited.

5.5.3 No utility services (water, electric, compressed air) will be provided.

5.5.4 Service Provider is expected to leave area in a condition equal to the condition prior to set-up.

5.5.5 Service Provider must comply with all permits issued to the Young – Rainey STAR Center in accordance with General Operating Procedure, Section 1, Part 1.9.

5.6 Specifics rules for Young – Rainey STAR Center Personnel

These rules apply to any Young – Rainey STAR Center Personnel associated with a Service Provider on STAR Center property.

5.6.1 Unless directed by management, Young- Rainey STAR Center employees are prohibited from interacting with the Service Provider and/or their employees during working hours (on the clock), which includes morning/afternoon breaks.

- 5.6.2 STAR Center employees are prohibited to advertise for the Service Provider during work hours, which includes hanging notices/flyers and word-of-mouth.
- 5.6.3 STAR Center employees are required to keep their Conflict of Interest forms current.