

Pinellas County

Staff Report

File #: 25-0764A, **Version:** 1

Agenda Date: 7/22/2025

Subject:

Receipt and file report of non-procurement items delegated to the County Administrator for the period ending June 30, 2025.

Recommended Action:

Accept the receipt and file report of non-procurement items delegated to the County Administrator.

Strategic Priorities:

Smart Service Delivery

4.2 Achieve and maintain a high level of customer satisfaction

Summary:

Attached is a list of items in alphabetical order, by submitting department, and the date the County Administrator executed the document. Only fully executed, complete items are filed on this report, resulting in a timing difference in filing of some items if the County Administrator executes the document prior to the other party.

Background Information:

The Board of County Commissioners (Board) granted authority to the County Administrator to approve and sign certain documents per §2-62, Pinellas County Code. This delegated authority includes, but is not limited to: contracts, interlocal agreements, intergovernmental contracts, grant agreements not to exceed \$250,000.00, change orders not exceeding 10% of the amount awarded by the Board or \$250,000.00, whichever is less, grant applications for grants from state or federal agencies in amounts not to exceed \$1,000,000.00, temporary licenses, options of renewal under same terms and conditions and releases of lien and mortgage paid in full. The items approved by the County Administrator are filed as a consent agenda item with the Board at least quarterly.

Fiscal Impact:

N/A

Staff Member Responsible:

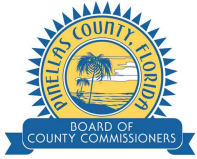
Della Klug, Senior Executive Assistant to the County Administrator

Partners:

N/A

Attachments:

7/22/2025 Delegated Log



Pinellas County

Staff Report

File #: 25-0394D, **Version:** 1

Agenda Date: 7/22/2025

Subject:

Consent to Assignment and Assumption of Ground Sublease between Harps USA, Inc. (fka Sempermed USA, Inc.) and Asha Retail and Wholesale, LLC for property near the St. Pete-Clearwater International Airport.

Recommended Action:

Approval and execution by the County Administrator of the Consent to Assignment and Assumption of Ground Lease (Agreement) between Harps USA, Inc. (Harps) and Asha Retail and Wholesale, LLC (Asha).

- The assignment is permitted through the original Ground Lease but requires Pinellas County (County) approval.
- The Parties to the agreement will execute the Agreement at closing and are requesting the County to sign in advance of the closing confirming the Agreement has the County's consent.
- All terms of the original Ground Lease will remain unchanged.
- This item has no fiscal impact on Pinellas County.

Strategic Priorities:

Prosperity and Opportunity

5 Foster business growth

Smart Service Delivery

2 Achieve and maintain a high level of customer satisfaction

Summary:

This action allows Harps to assign their interest under its existing Ground Lease for property near the St. Pete-Clearwater International Airport to Asha.

All terms and conditions of the Ground Lease will remain unchanged.

Background/Explanation:

On June 26, 2003, the County, as landlord, entered into a long-term ground lease with Sempermed USA, Inc. Sempermed is now doing business as Harps USA, Inc.

The Assignee, Asha Wholesale and Retail, LLC, is a tobacco shop and convenience store wholesale provider currently located in Clearwater, Florida. They started as a single distribution until and have now become a wholesale distribution center for Tampa Bay. They are expanding and this location will serve as a new distribution center.

Fiscal Impact:

N/A

Delegated Authority:

Authority for the County Administrator to sign this Agreement is granted under Code Section 2-62 (a) (5).

Staff Member Responsible:

Thomas R. Jewsbury, Director, St. Pete-Clearwater International Airport

Partners:

N/A

Attachments:

Consent to Assignment and Assumption - 2025

Lease Agreement with Renewal Options - 2003

ASSIGNMENT AND ASSUMPTION AGREEMENT

Prepared By, Record and Return To:

Lippes Mathias LLP

10151 Deerwood Park Blvd.

Building 300, Suite 300

Jacksonville, FL 32256

Attention: Wayne Selogy, Esq.

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

HARPS USA, Inc. a Delaware corporation

To

ASHA RETAIL AND WHOLESALE LLC a Florida limited liability company

Dated: June 4, 2025

Address: 13900 49th Street North
Clearwater, Pinellas County, Florida 33762

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (this "Assignment") is made and entered into as of June 4, 2025 (the "Effective Date"), by and between **HARPS USA, INC.**, a Delaware corporation (**F/K/A Sempermed USA, Inc.**) ("Assignor"), having an office at 13900 49th St. N. Clearwater, Florida 33762, and **ASHA RETAIL AND WHOLESALE LLC**, a Florida limited liability company ("Assignee"), having an office at 4705 110th Ave Clearwater, FL 33762.

RECITALS:

WHEREAS, pursuant to that certain Lease Agreement With Renewal Options (the "Lease"), dated as of June 26, 2003 by and between Pinellas County, a political subdivision of the State of Florida, as lessor, and Harps USA, Inc., a Delaware corporation (F/K/A Sempermed USA, Inc.) ("Original Lessee"), as lessee, and recorded in Official Records Book 12874, Page 708 of the Public Records of Pinellas County, Florida (the "Records"), Assignor is the holder of a leasehold interest, as more particularly described in the Lease, in that certain property located at 13900 49th Street North, Clearwater, Pinellas County, Florida 33762.

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to assume from Assignor, all of Assignor's right, title and interest in and to the Lease on the terms set forth in this Assignment.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment and Assumption.

(a) Assignor hereby grants, conveys, transfers and assigns unto Assignee, effective as of the Effective Date, all of Assignor's right, title and interest in, to and under the Lease to have and to hold the same unto Assignee forever, subject to all the terms, covenants and conditions of the Lease.

(b) Assignee hereby (i) accepts this Assignment, (ii) assumes, as of the Effective Date, all obligations and liabilities of Assignor with respect to Assignor's right, title and interest in, to and under the Lease to be performed on the part of the lessee under the Lease first arising from and after the Effective Date, and (iii) agrees that Assignee shall be responsible for, and shall perform, all of those obligations imposed on the lessee under the Lease first arising from and after the Effective Date.

(c) Assignor hereby agrees to indemnify, defend, and hold harmless Assignee against and from any and all liabilities, losses, claims, damages or costs, including, without limitation, reasonable attorneys' fees, arising out of and relating to Assignor's obligations as lessee under the Lease and originating prior to the Effective Date. Assignee hereby agrees to indemnify, defend, and hold harmless Assignor against and from any and all liabilities, losses, claims, damages or costs, including, without limitation, reasonable attorneys' fees, arising out of and relating to Assignee's obligations as successor lessee under the Lease and originating on and after the Effective Date.

2. Certain provisions of Lease Incorporated Into Assignment In Their Entity. The following provisions from the Lease are incorporated into this Assignment in their entity:

(a) **"14. Non-Discrimination and Affirmation Action Covenants:**

The TENANT, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that:

(a) No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises or any facilities located thereon;

(b) In the construction of any improvements on, over, or under said Premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits or, or be otherwise subjected to discrimination.

(c) The TENANT shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

In the event of breach of any of the above non-discrimination covenants, LANDLORD shall have the right to terminate this Lease and to re-enter and repossess said Premises and the Facilities thereon, and hold the same as if said Lease had never been made or issued. This provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21, are followed and completed including exercise or expiration of appeal rights."

(b) **"19. Indemnity Against Costs and Charges:** The TENANT agrees to indemnify and hold harmless the LANDLORD from and against all loss or expense (including costs and attorney's fees) by reason of liability imposed by law upon LANDLORD for damages (including any strict or statutory liability and any liability under Worker's Compensation Laws) because of bodily injury, including death, at the time therefrom, sustained by any person or persons, or damages to property, including loss of use thereof, arising out of or in consequence of the use of the Premises, whether such injuries to person or damage to property is due or claimed to be due to the negligence of the TENANT, its agents, employees, and subcontractors, the LANDLORD, its Board of County Commissioners, officers and employees, except only such injury or damage as shall have been occasioned by the negligence or willful misconduct of the LANDLORD."

3. Miscellaneous.

(a) This Assignment shall be construed and enforced in accordance with the substantive laws of the State of Florida without regard to any choice of laws or conflicts of laws principles thereof, as though the entire Assignment were to be fully performed within the State of Florida among persons who were all residents only of the State of Florida.

(b) Defined terms used in this Assignment not otherwise defined in this Assignment shall have the meaning ascribed to them in the Lease.

(c) Assignor and Assignee shall hereafter execute and deliver any additional instruments reasonably required to carry out the intent and purpose of this Assignment.

(d) This Assignment may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute but one and the same instrument.

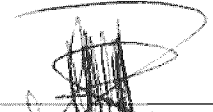
(e) Whenever in this Assignment either of the parties hereto is referred to, such reference shall be deemed to include the heirs, executors, personal representatives, successors and assigns of such party, and all grants, covenants, promises, agreements, terms, representations, warranties, provisions and conditions which are contained in this Assignment shall bind and insure to the benefit of the respective heirs, executors, personal representatives, successors and assigns of the applicable parties hereto.

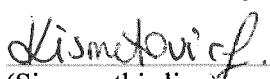
(f) This Assignment may be amended, modified or supplemented only by an instrument in writing signed by Assignor and Assignee.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of the day and year first written above.

WITNESSES:


 (Sign on this line)
Sherin Haziq Bin Tunq
 (Print name legibly on this line)

Address: Flat 24H Corona Tower
93 Canton Rd, Hong Kong

 (Sign on this line)
Sabine Kismetovic
 (Print name legibly on this line)

Address: Wiedner Gürtel 13
1100 Wien

STATE OF _____)
) ss.:
 COUNTY OF _____)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025, by Haziq Bin Zairel Oh as Director of HARPS USA, INC., a Delaware corporation, on behalf of the corporation, who is personally known to me or has produced _____ (state) driver's license or _____ as identification.

My Commission Expires: _____

(AFFIX NOTARY SEAL)

 Notary Public (Signature)

 (Printed Name)

ASSIGNOR:

HARPS USA, Inc., a Delaware corporation

By: 
Haziq Bin Zairel Oh
 Director

Wien am

21. Mai 2025

[Signatures continue on the next page]

Gebühr in Höhe von EUR 14,30 entrichtet
 Dr. Christoph Lehner, MBL, öff. Notar, Wien-Favoriten

BRZ 1406/2025/sk

Die Echtheit -----

1. der Zeichnung des Herrn Haziq Bin Zairel Oh, geboren am 20.04.1989 (zwanzigsten April neunzehnhundertneunundachtzig), als Geschäftsführer für die HARPS Europe GmbH in Wiedner Gürtel 9-13, 1100 Wien, -----
 2. der Unterschrift der Frau Sherlin-Hsie-Lien Tung, geboren am 03.11.1982 (dritten November neunzehnhundertzweiundachtzig), Flat 24th, Corona Tower, 93 Caine Road, Hong Kong, und -----
 3. der Unterschrift der Frau Sabine Kismetovic, geboren am 26.06.2002 (sechszwanzigsten Juni zweitausendzwei), Wiedner Gürtel 13, 1100 Wien, -----
- wird bestätigt. -----

Weiters bestätige ich, dass die Parteien erklärt haben, dass sie den Inhalt der Urkunde kennen und deren Unterfertigung frei von Zwang erfolgt. -----

Gemäß § 89 a Notariatsordnung bestätige ich gleichzeitig nach der heute im elektronischen Wege vorgenommenen Einsicht in das Firmenbuch, dass Herr Haziq Bin Zairel Oh als Geschäftsführer am heutigen Tage berechtigt ist, die im Firmenbuch zu FN 115009g eingetragene HARPS Europe GmbH selbständig rechtsverbindlich zu vertreten. -----
 Wien, am 21.05.2025 (einundzwanzigsten Mai zweitausendfünfundzwanzig). -----

I herewith certify that the signatures -----

1. of Haziq Bin Zairel Oh, born on 20.04.1989 (twentieth of April nineteenhundredeightynine), managing director of HARPS Europe GmbH. with corporate seat in Vienna and the business address Wiedner Gürtel 9-13, 1100 Vienna, and -----
2. of Sherlin-Hsie-Lien Tung, born on 03.11.1982 (third of November nineteenhundredeightytwo), Flat 24th, Corona Tower, 93 Caine Road, Hong Kong, and ---
3. of Sabine Kismetovic, born on 26.06.2002 (twentysixth of June twothousandtwo), Flat 24th, Wiedner Gürtel 13, 1100 Vienna, are authentic. -----

Furthermore, I confirm that the parties have stated that they know the contents of the document and that they have signed the document free of coercion. -----

Following my inspection of the electronic data bank of the Commercial Register I hereby also certify pursuant to sec. 89 a NO (section eightynine a of the Code for Notaries Public) that Haziq Bin Zairel Oh, in his capacity as managing director, is authorized and empowered today to duly represent and solely sign for HARPS Europe GmbH with corporate seat in Vienna, Austria, entered into the Commercial Register under file number 115009g. -----
 Vienna, this 21.05.2025 (twentyfirst of May twothousandtwentyfive). -----



~~Dr. Alexander Kometter, LL.M.~~
 Notar-Partner
 als Substitut des öffentlichen Notars
 Dr. Christoph Lehner, MBL
 Wien-Favoriten

WITNESSES:

[Signature]
 (Sign on this line)
Grant Dominguez
 (Print name legibly on this line)

[Signature]
 (Sign on this line)
Tracy Hudson
 (Print name legibly on this line)

ASSIGNEE:

ASHA RETAIL AND WHOLESALE LLC, a Florida limited liability company

By: [Signature]
 Anwar Khoja, Authorized Agent

STATE OF FLORIDA)
) ss.:
 COUNTY OF PINELLAS)

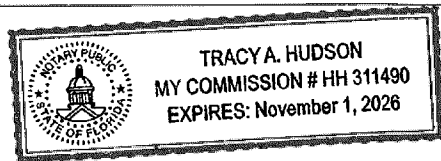
The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 12th day of May, 2025, by Anwar Khoja as Authorized Agent of ASHA RETAIL AND WHOLESALE LLC, a Florida limited liability company, on behalf of the corporation, who is personally known to me or has produced _____ (state) driver's license or _____ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)

[Signature]
 Notary Public (Signature)

 (Printed Name)



[end of signatures]

CONSENT TO ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

The undersigned, Pinellas County, a political subdivision of the State of Florida ("**Lessor**"), as lessor under that certain Lease Agreement With Renewal Options, dated June 26, 2003, covering premises located at 13900 49th Street North, Clearwater, Pinellas County, Florida 33762, hereby consents to the foregoing Assignment and Assumption of Ground Lease by and between **HARPS USA, Inc.**, a Delaware corporation, and **ASHA RETAIL AND WHOLESALE LLC**, a Florida limited liability company, as of the date hereof.

LANDLORD:

PINELLAS COUNTY, FLORIDA, by and through its Board of County Commissioners

By: 
 Name: Barry A. Burton
 Title: County Administrator

APPROVED AS TO FORM

By: Cody J. Ward
 Office of the County Attorney

~~APPROVED AS TO~~ CONTENT:

By: 
 Name: Thomas B. Jewsbury
 Title: Airport Director

EXHIBIT A INSURANCE REQUIREMENTS

The following insurance requirements are included in this agreement:

1. **INSURANCE**

The Lessee shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

Lessee shall provide certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County, a Political Subdivision of the State of Florida shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

- A. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the contract period.

If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work, you will be notified by CTrax, the authorized Vendor of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o MDi Data at PinellasSupport@jdidata.com by the Vendor or their agent prior to the expiration date.

- 1) The Lessee shall also notify the County within seventy-two (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Lessee of this requirement to provide notice.
 - 2) Should the Lessee, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.
 - 3) Provide a waiver of subrogation in favor of the County.
- B. Each insurance policy and/or certificate shall include the following terms and/or conditions:
- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
 - 2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Vendor.
 - 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - 4) All policies shall be written on a primary, non-contributory basis.

EXHIBIT A INSURANCE REQUIREMENTS

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration are as follows:

- 1) **Workers' Compensation Insurance** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

Limits

Employers' Liability Limits	Florida Statutory
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

If Lessee is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

- 2) **Commercial General Liability Insurance** including, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. Fire Legal Liability shall be included in limits sufficient to cover full replacement of build-outs, fixtures and improvements of Lessee.

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- 3) **Property Insurance** Vendor will be responsible for all damage to its own property, equipment and/or materials.