

LEASE AGREEMENT

This Lease Agreement (“Agreement”) is made and entered into this ____ day of _____, 2024, by and between Sarasota County, a political subdivision of the State of Florida (“County”) and the City of Venice, a Municipal corporation under the laws of the State of Florida (“City”) (County and City collectively referred to as “Parties”).

WITNESSETH:

WHEREAS, the County owns certain property located at 440 E. Venice Avenue, Venice, Florida, more particularly described as a 1-story block building consisting of approximately 3,240 square feet and land area of approximately 10,000 square feet, further described in Exhibit A, attached hereto and incorporated herein, including all existing improvements, (“Premises”); and

WHEREAS, County and City entered into a Lease Agreement, Sarasota County Contract No. 2005-267, dated February 23, 2005, (the “2005 Lease”); and

WHEREAS, the City has utilized the Premises for storage of fire equipment, warehousing of equipment/supplies, and volunteer support inside the building; and

WHEREAS, the 2005 Lease expired on September 30, 2014; and

WHEREAS, the City desires to continue the use of the Premises, and County desires to continue leasing the Premises to the City, and the Parties wish to enter into a new lease agreement for this purpose.

NOW, THEREFORE, in consideration of the promises and mutual covenants and conditions contained herein, the Parties agree hereto as follows:

1. **RECITALS:**

The above recitals are true and correct and by this reference are incorporated herein.

2. **PREMISES:**

Subject to the terms and conditions of this Agreement, the County hereby leases the Premises to the City. This Agreement includes the right to use all areas inside the building for City’s permitted use as set forth below and subject to the other terms and

provisions of this Agreement, but includes no other rights not specifically set forth herein.

3. TERM:

- a. This Agreement shall be effective October 1, 2014 (“Effective Date”).
- b. The term of this Agreement shall begin on the Effective Date and will expire on September 30, 2033 (“Term”).

4. RENT:

The total annual rent under this Agreement shall be Ten Dollars and No/100 Dollars (\$10.00) per year, payable in advance by City on each anniversary of the Effective Date during the Term. There shall be no security deposit owed by the City. The rent specified herein shall be net to the County and all costs, expenses, and obligations of every kind related to the Premises which may arise or become due during the Term of the Agreement shall be paid by the City unless otherwise provided for herein.

5. USE OF PREMISES:

- a. The Premises is leased to the City for the purpose of storage of fire equipment, warehousing of equipment/supplies, and volunteer support inside the building and for no other purpose.
- b. The City acknowledges that it is solely liable and responsible for the performance of all of the City’s obligations under this Agreement.
- c. The City shall abide by all reasonable directions and requirements of the County and shall keep and abide by all laws, ordinances, rules, and regulations of all government bodies and their respective regulatory agencies having any jurisdiction over the Premises.
- d. City further agrees it will not use said Premises, or permit the same to be used, for any unlawful, immoral, obnoxious or offensive business or practice. No smoking will be permitted in the building.

6. NO ASSIGNMENT:

The City shall not voluntarily, involuntarily or by operation of law, assign or in any other manner otherwise encumber this Agreement, or sublet the Premises or any part thereof, or permit the use of the same by anyone other than City, without the written authorization of the County.

7. ACCESS TO PREMISES:

The City shall allow the County, or the County's agents, access to the Premises upon twenty-four hour notice to the City to inspect the Premises or any fixtures, equipment, property or appurtenances therein or thereto, or to make repairs, alterations or improvements as the County deems fit, or to exhibit the same to or allow inspection of the Premises by insurance carriers and representatives, fire and building department inspectors. In the event of an emergency, no prior notice shall be required, however County shall provide notice to City of County's access as soon thereafter as is possible.

8. DESTRUCTION OF PREMISES:

- a. In the event the Premises should be totally destroyed by fire, or other cause, this Agreement shall be terminated upon notice by County to City.
- b. In the event the Premises should be partially damaged by fire, or other cause, then for a period of four (4) weeks following such destruction, either Party may elect to terminate this Agreement by providing thirty (30) days written notice to the other.
- c. Notwithstanding anything to the contrary elsewhere in this Agreement, County shall not be required to rebuild, repair or replace the Premises or any improvements or alterations made by City within the building.

9. ABANDONMENT OR SURRENDER OF THE PREMISES:

Any personal property of City or of any other person (except for commercial equipment or trade fixtures) which shall remain on the Premises after expiration or earlier termination of this Agreement and for thirty (30) days after written request by County for removal, shall at the option of County be deemed to have been abandoned and may be retained by County or may be disposed of without accountability, in such manner as County may see fit.

10. IMPROVEMENTS AND REPAIRS TO PREMISES:

- a. City shall not paint, display, inscribe, maintain, affix, or make changes to any existing sign, fixture, advertisement, notice, lettering or direction on any part of the outside of the Premises without the written consent of County. All expenses associated with the purchase, maintenance, installation and repair of signs and advertising shall be paid by City.
- b. All personal property, installed by City at its expense, shall remain the property of the City and may be removed at any time during the Term of this Agreement by the City, provided that same can be removed without damage to the Premises.

- c. The City, at the City's sole expense, shall maintain the Premises and appurtenances in good repair and in at least as good condition as originally received.
- d. City shall keep the Premises free from liens arising out of any work performed, materials furnished, or obligations incurred by City. The City shall not make any modifications, whether structural or aesthetic without the written consent of the County. All expenses associated with modifications inside the Premises shall be paid by City. Such improvements installed by the City shall become the property of the County and shall remain upon the Premises and be surrendered with the Premises upon termination of this Agreement.
- e. City shall maintain and keep the exterior walls and roofs of the structure in good repair.

11. RESPONSIBILITIES OF CITY:

- a. By continuing possession of the Premises under this Agreement, City accepts the Premises in its current "as is" condition. County has made no representations respecting the condition of the Premises or the building to City except as specifically stated in this Agreement. City waives all rights to make repairs at the expense of County as provided in any law, statute or ordinance now or subsequently in effect. The City, at its sole expense, shall be responsible for providing the following amenities and services in the Premises:
 - i. All maintenance and service charges associated with its installed voice/data communications system, electric, and water.
 - ii. During the Term of this Agreement, City shall maintain the interior and exterior of the Premises and every part of it in a clean and healthy condition and in good and substantial repair.
 - iii. Upon termination of the Agreement, City shall vacate the Premises and remove all trash and debris and leave Premises in broom swept condition.

12. RESERVED RIGHTS TO THE COUNTY:

- a. County reserves all rights for use of Premises.
- b. The County reserves the right to impose such rules and regulations related to the use of the Premises as County's Administrative Agent may deem appropriate for the best interests of the public, and City agrees to abide by such rules and regulations and to cooperate with the observance thereof.
- c. County reserves the right to grant non-exclusive easements, licenses, rights-of-way and other rights or privileges in the nature of easements to others, over,

under, through, across, or on the Premises; provided, however, that such grant and any use permitted thereby does not materially affect or prevent the use or operation of the Premises or to any other uses permitted hereunder.

- d. The County or any of its agents or employees shall have the right to enter upon the Premises at any time during the term of the Agreement to examine same for any purpose whatsoever.

13. LEASE TERMINATION:

- a. County reserves the right at any time to terminate, cancel, or rescind this Agreement by giving one hundred twenty (120) days prior written notice of such termination. After such time the County may re-enter and repossess the Premises without any liability whatsoever under this Agreement. The City shall not be entitled to any compensation or be entitled to make any claim to bring any action against the County because of the cancellation of this Agreement.
- b. In the event of a termination of this Agreement by the City, City shall not remove any of its good or property from the Premises other than in the normal course of its business, without first having paid all lease payments due as required under this Agreement and any utility or service fees and costs which may be assessed against the Premises or the County.
- c. The City's violation of any of the covenants, conditions, terms, or warranties contained herein shall cause this Agreement to become immediately null and void upon failure of the City to correct such violation after ten (10) days prior written notice of same from County's Administrative Agent.

14. NON-LIABILITY OF COUNTY FOR DAMAGES; INDEMNITY OF CITY:

- a. County shall not be liable for liability or damage claims for injury to persons or property from any cause relating to the occupancy of the Premises by City, including those arising out of damages or losses occurring on sidewalks and other areas adjacent to the Premises.
- b. City shall not be liable to the County for damage or destruction to the Premises for all natural disasters, such as natural fires, floods, hurricanes, tornados, and named storms. City shall bear the sole risk of loss of its personal property stored or located on the Premises.
- c. To the express limits of Section 768.28, Florida Statutes, City shall indemnify, defend, and hold harmless County against any and all claims, liabilities, losses, and damages whatsoever arising from injury to persons or property occasioned wholly or in part by any negligent act or omission of the City, including those claims arising from Section 14.a. of this Agreement. Notwithstanding any term of this Agreement to the contrary, no term of this Agreement shall be construed

as a waiver of the City's rights of sovereign immunity or the provisions of Section 768.28, Florida Statutes.

15. INSURANCE, PROPERTY LOSS AND DAMAGE:

The City has a Self-Insurance program which covers certain general liability claims, including those claims arising out of Section 14 of this Agreement.

16. RADON GAS:

Pursuant to Florida Statute 404.056(5), County is required to give City the following disclosure:

“RADON GAS: Radon is a naturally occurring radioactive gas, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over 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.”

17. HAZARDOUS MATERIALS PROHIBITED:

City, its agents, guests and invitees shall not use, handle, store, display or generate hazardous materials (materials that are ignitable, corrosive, toxic or reactive) in or on the Premises. For the purposes of this Agreement, the term “hazardous materials”, “hazardous wastes”, or “toxic substances” in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601, et seq. FS.: The Hazardous Materials Transpiration Act, 49 U.S.C. 1801, et seq. F.S.; the resource Conservation and Recovery Act, 42 U.S. C. 6901 et seq. F.S.; and in the regulations adopted and promulgated pursuant thereto and in the applicable laws, regulations, and ordinances enacted by the State of Florida and Sarasota County.

18. MISCELLANEOUS:

- a. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, partnership or joint venture between the Parties. It is understood and agreed that neither the method of computation of rent nor any other provisions contained herein nor any acts of the Parties shall be deemed to create any relationship between them other than that of landlord and tenant.
- b. If any provision of this Agreement shall be invalid or unenforceable to any extent, the remainder of this Agreement, or the application thereof to situations other than that as to which it is invalid or unenforceable, is severable and shall not be affected thereby. The descriptive titles appearing in each respective paragraph thereof are for convenience only and are not a part of this Agreement and do not affect its construction.

19. COMPLIANCE WITH LAW:

City shall at its sole cost and expense comply with all laws pertaining to City's use of the Premises and shall faithfully observe all laws in the use of the Premises. The judgment of any court of competent jurisdiction, or the admission of City in any action or proceeding against City, whether the County is a party to it or not, that City has violated any law in the use of the Premises shall be conclusive of that fact as between County and City. Without limiting the generality of the foregoing, the duties of City under this provision shall include the making of all such alterations of the Premises as may be required by law by reason of the particular manner or mode of use of the Premises by City, or occasioned by reason of the failure of City to maintain or repair the Premises as required under this Agreement.

20. DEFAULT:

- a. Each of the following events shall be deemed a default by City hereunder and a breach of this Agreement:
 - i. If City shall fail to pay when due any rent or portion thereof, or any other sum, if any, which City is obligated to pay under the terms of this Agreement, and such rent or other sums, if any, remain unpaid for a period of thirty (30) days after receipt of written notice to City from County;
 - ii. If City shall attempt to assign this Agreement or any portion thereof;
 - iii. If City shall use the Premises for any purposes not permitted by this Agreement, and such use shall continue for a period of five (5) days after County has given written notice to City to desist from such use;
 - iv. If City shall fail to maintain the Premises in good condition and such default shall have continued for a period of thirty (30) days after receipt of written notice of specific deficiencies to City from County;
 - v. If City abandons or otherwise fails to occupy the Premises for a period of thirty (30) days or longer;
 - vi. If City shall fail to duly keep, perform, and observe any other covenant or condition within this Agreement and such default shall have continued for a period of thirty (30) days after receipt of written notice to City from County.

21. COUNTY'S ADMINISTRATIVE AGENT:

The County's Administrative Agent is designated to act on behalf of the County and to administer the terms and conditions of this Agreement. The Administrative Agent is the Director of Emergency Services or designee.

22. NOTICES:

Except as otherwise provided herein, all notices, invoices, reports, or any other documentation required by this Agreement shall be made in writing and shall be deemed given and served when deposited in the United States mail, postage paid, to the addresses listed below. Either party may change its address or representative by giving notice of such change to the other party.

If to City:

City of Venice
City Manager
401 W. Venice Avenue
Venice, FL 34285

With a copy to:

Kelly Fernandez, City Attorney
236 Pedro Street
Venice, FL 34285

If to County:

Sarasota County
Property Management
Leasing Administrator
1660 Ringling Blvd., Suite 240
Sarasota, FL 34236

With a copy to:

Sarasota County
Office of the County Attorney
1660 Ringling Blvd., 2nd Floor
Sarasota, FL 34236

23. DISPUTE RESOLUTION:

In the event of a dispute between the Parties under this Agreement, the City Manager and the County Administrator or their designated representatives shall review such dispute and options for resolution. Any dispute not resolved by the representatives shall be referred to the City Manager and the County Administrator to address. The decision of the City Manager and the County Administrator regarding the dispute shall be final. In the event the City Manager and County Administrator are unable to agree, then the matter shall be referred to the respective Commissions, who jointly may elect to hold a joint

meeting. This process shall substitute for the dispute resolution process set forth in Chapter 164 of the Florida Statutes.

24. LEASE AGREEMENT ALL-INCLUSIVE:

This Agreement contains and embodies all the representations, covenants and promises made by the parties hereto, and no modifications or amendments hereof shall be valid unless in writing and executed by the Parties hereto.

25. RIGHT OF FIRST REFUSAL:

If County receives a bona fide purchase offer for the Premises at any time during the term of the Agreement, County will provide written notice along with a copy of the purchase offer to City. City will have seven (7) days to respond in writing to County if City chooses to match the offer.

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IN WITNESS WHEREOF, County and City have caused this Agreement to be executed on the dates written above.

CITY:

ATTEST:

CITY OF VENICE, FLORIDA

BY: _____
CITY CLERK

BY: _____
Name: _____
Its: _____

Approved as to form and correctness:

BY: CITY ATTORNEY

COUNTY:

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

BY: _____
CHAIR

ATTEST:

KAREN E. RUSHING, Clerk of the Circuit Court
and Ex-Officio Clerk of the Board of
County Commissioners

BY: DEPUTY CLERK

Approved as to form and correctness:

BY: COUNTY ATTORNEY

EXHIBIT A
Premises

