

CONTRACT NO. _____

BCC APPROVED _____

LEASE AGREEMENT
COUNTY OWNED PROPERTY

This Lease Agreement (hereinafter referred to as the "Lease Agreement"), made and entered upon execution by both parties by and between SARASOTA COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County", and the City of Venice, a Municipal Corporation under the laws of the State of Florida, hereinafter referred to as "City".

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, hereafter referred to as ("the Premises"); and

WHEREAS, County and City entered into a Lease Agreement, Sarasota County Contract No. 2005-267, dated February 23, 2005, hereinafter referred to as the "2005 Lease"; and

WHEREAS, the City has utilized the Premises for various storage functions; and

WHEREAS, the 2005 Lease has since expired; and

WHEREAS, the City desires to continue the use of the Premises, and County desires to continue leasing the Premises to the City, therefore the parties wish to enter into a new lease 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:

- a. Subject to the terms and conditions of this Lease Agreement, the County hereby leases and lets unto the City, and the City hereby agrees to lease from the County, the Premises.
- b. The lease of the Premises includes the right to use all areas inside the building and the adjacent parking lot on the Premises for City's permitted use as set forth below and subject to the other provisions of this Lease Agreement but includes no other rights not specifically set forth herein.

3. LEASE AGREEMENT TERM:

- a. This Lease Agreement shall be effective October 1, 2014 (“Effective Date”).
- b. The term of this Lease Agreement shall be for ten (10) years and shall begin on the Effective Date of this Lease Agreement, (the “Term”).
- c. Subject to mutual agreement by both parties, this Lease Agreement may be renewed for an additional one (1) ten (10) year period. The City may request the renewal of the Lease Agreement by providing written request to the County’s Administrative Agent at least ninety (90) days prior to the expiration of the Term.
- d. Hereinafter any renewal will be referred to as the (“Renewal Term”). Upon such renewal the Renewal Term may also be referred to as the Term.
- e. All terms and conditions shall be the same during the Renewal Term. If the Parties wish to revise any of the terms and conditions of this Lease Agreement, such revisions shall be evidenced by a separate amendment.

4. RENT:

The total annual rent under this Lease Agreement shall be Ten Dollars (\$10.00) per year payable in advance by City to County, on the Effective Date of this Lease Agreement and thereafter on the anniversary of the Effective Date of this Lease Agreement during each year of the lease Term. There shall be no security deposit owed by the City under the terms of this Lease Agreement. 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 this Lease Agreement shall be paid by the City unless otherwise provided for herein.

5. USE OF PREMISES:

The Premises is leased to the City for the purpose of various storage functions and no other purpose.

- a. The City acknowledges that it is solely liable and responsible for the performance of all of the City's obligations under this Lease Agreement.
- b. 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. 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 Lease 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 with access to the Premises, upon reasonable prior notice to the City (except in the case of emergency, in which event no prior notice shall be required), 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 same by insurance carriers and representatives, fire and building department inspectors.

8. DESTRUCTION OF PREMISES:

- a. In the event the Premises should be totally destroyed by fire, or other cause, this Lease 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 two (2) weeks following such destruction, either party may elect to terminate this Lease Agreement by providing thirty (30) days written notice to the other Party.
- c. Notwithstanding anything to the contrary elsewhere in this Lease 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. 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 purchases, maintenance, installation and repair of signs and advertising shall be paid by City.
- b. All personal property, installed by the City at its expense, shall remain the property of the City and may be removed at any time during the Term of this Lease Agreement by the City, provided that same can be removed without damage to the Premises.
- c. The City shall not make any improvements to the Premises without the prior written consent and approval by County. Any improvements made will be at the sole cost, expense, and risk of the City, and shall be in accordance with all applicable state and local codes and laws, and subject to inspection by the County.
- d. City shall keep the Premises free from liens arising out of any work performed, materials furnished, or obligations incurred by Lease. All modifications, which may be installed by City, shall become the property of the County and shall remain upon the Premises and be surrendered with the Premises upon termination of this Lease Agreement.
- e. If City makes any alteration or improvement to the Premises, without County's consent as required by the terms of this Lease Agreement, upon notification from County, City shall immediately remove the alteration or improvement and restore the Premises to its original condition, normal wear and tear, excepted.

- f. County shall, at its sole cost and expense, be responsible for the repair or replacement of the roof of the building on the Premises and any air conditioning units or associated duct work in the building on the Premises; however, any air conditioning duct work necessitated in order to accommodate the City's modifications to the interior of the building on the Premises, if any, shall be performed at the sole cost and expense of the City.
- g. County shall, throughout the term of this Lease Agreement, at its own cost, and without any expense to the City, keep and maintain the building systems including, but not limited to, the roof of the building, electrical and plumbing service to the building, the building air conditioning systems, as well as the exterior of the Premises, in a clean and healthy condition and in good and substantial repair, and restore and rehabilitate any improvements of any kind that may be destroyed or damaged by fire, casualty, or any other cause whatsoever.

10. RESPONSIBILITIES OF CITY:

By continuing possession of the Premises under this Lease 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 Lease Agreement. City waives all rights to make repairs at the expense of the 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:

- 1. All maintenance and service charges associated with utility services provided to the Premises including telephone and fixed or monthly usage charges associated with its installed voice / data communications system, electric, and water.
- 2. During the Term of this Lease Agreement, City shall maintain the interior of the Premises and every part of it in a clean and healthy condition and in good and substantial repair unless otherwise provided for herein.
- 3. Upon termination of Lease Agreement, City shall vacate the Premises and remove all trash and debris and leave Premises in broom swept condition.

11. LEASE TERMINATION:

- a. The County reserves the right at any time to terminate, cancel, or rescind this Lease Agreement. In that event, the City shall be given one hundred eighty (180) days prior written notice of such determination by the County's Administrative Agent, after which time the County may re-renter and repossess the Premises without any liability whatsoever under this Lease 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 or on account of the cancellation of this Lease Agreement.
- b. In the event of a termination of this Lease Agreement by the City, City shall not remove any of its goods or property from the Premises other than in the normal course of its business, without first having paid all lease payments as required under this Lease 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 Lease Agreement to become immediately null and void upon failure of the City to correct such violations after ten (10) days prior written notice of same from County's Administrative Agent.

12. 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. 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 person or property occasioned wholly or in part by any negligent act or omission of the City. Notwithstanding any Term of this Lease Agreement to the contrary, no Term of this Lease Agreement shall be construed as a waiver of the City's rights of sovereign immunity or the provisions of Section 768.28, Florida Statutes.

13. INSURANCE, PROPERTY LOSS AND DAMAGE:

- a. City shall procure and maintain, during the Term of the Lease, special risk property coverage on the City's contents of the Premises, including any improvements made by the City, and liability coverage for damage claims through public use of or arising out of accidents occurring in or around the Premises. All policies required by this Lease, unless specific approval is given by County, are to be written on an occurrence basis, and for liability policies shall name Sarasota County, its elected officials, officers, agents, and employees as additional insureds as their interest may appear under this Lease. Insurer(s) shall agree to waive all rights of subrogation against Sarasota County, its elected officials, officers, agents, and employees.
- b. A copy of said insurance policy shall be furnished to County's Risk Management Division, together with all renewal certificates thereof. City shall, on or before the first day of October of each year while this Lease Agreement is effective, confirm by letter and copy of certificate to County's Risk Management Division, the existence of insurance coverage required by this Lease Agreement.
- c. City agrees to conform to all applicable rules and regulations of the Fire Underwriters and will not permit nor suffer anything to be done or undone which could create fire hazard to persons or property.

14. RADON GAS:

Pursuant to Florida Statute 404.056 (8), 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 Public Health Unit.”

15. 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

Lease 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.

16. MISCELLANEOUS:

- a. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the parties, it being understood and agreed that neither the method of computation of rent, or any other provisions contained herein, or any acts of the parties shall be deemed to create any relationship between them other than that of the County and the City.
- b. If any provision of this Lease Agreement shall be invalid or unenforceable to any extent, the remainder of this Lease 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 Lease Agreement and do not affect its construction.

17. 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 Lease Agreement.

18. DEFAULT:

Each of the following events shall be deemed a default by City hereunder and a breach of this Lease Agreement:

- a. If City shall fail to pay, when due, any rent or portion thereof, or any other sum, if any, which Licensee is obligated to pay under the terms of this Lease Agreement, and such rent or other sums, if any, remain unpaid for a period of thirty (30) days after receipt of written notice to County from City;
- b. If City shall attempt to assign this Lease Agreement, or any portion thereof, to any other party without the prior, written consent of the County’s Administrative Agent;
- c. If City shall use the Premises for any purposes not permitted by this Lease 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;

- d. 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;
- e. If City abandons or otherwise fails to occupy the Premises for a period of ten (10) days or longer;
- f. If City shall fail to duly keep, perform and observe any other covenant or condition within this Lease Agreement and such default shall have continued for a period of thirty (30) days after receipt of written notice to City from County.

BY SIGNING THIS LEASE AGREEMENT, CITY AGREES THAT UPON SURRENDER, ABANDONMENT OR RECOVERY OF POSSESSION OF THE PREMISES, AS DEFINED BY FLORIDA STATUTES, COUNTY SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF TENANT'S PERSONAL PROPERTY.

19. 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 Lease Agreement. The Administrative Agent is the County Administrator or designee.

20. NOTICES:

Except as otherwise provided herein, all notices, invoices, reports, or any other documentation required by this Lease 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 written 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:

David Persson, City Attorney
217 Nassau Street S.
Venice, FL 34240

If to COUNTY:

Sarasota County
Real Estate Services
Leasing Administrator
1660 Ringling Blvd, 2nd floor
Suite 240
Sarasota, FL 34236

With a copy to:

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

21. DISPUTE RESOLUTION:

- a. This Lease Agreement shall be governed by, and be construed in accordance with, the laws of the State of Florida. Any legal proceedings concerning this Lease Agreement shall be brought and maintained solely in Sarasota County, Florida.
- b. In the event any dispute arises concerning this Lease Agreement, the parties may agree to attempt to settle any dispute by mediation.
- c. The parties hereby expressly agree that in the event of litigation regarding this Lease Agreement, any and all rights to jury trial are waived.
- d. Should any provision of this Lease Agreement require judicial interpretation, it is agreed that the court interpreting or considering same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of the rule or conclusion that a document should be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that all parties hereto have participated in the preparation of this Lease Agreement and that legal counsel was consulted by each party hereto (or opportunity for such legal consultation afforded to each party) before the execution of this Lease Agreement.

22. 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.

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

City:

CITY OF VENICE, FLORIDA

By:

ATTEST: _____

John W. Holic, Mayor

Lori Stelzer, City Clerk

Approved as to form and Correctness

David Persson, City Attorney

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County:

Sarasota County, by its Board of County
Commissioners

BY: _____
Chair

ATTEST:

Karen E. Rushing, Clerk of Circuit Court & Ex-Officio
Clerk of the Board of County Commissioners
of Sarasota County, FL

Deputy Clerk

Approved as to Form and Correctness:

By: _____
County Attorney

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EXHIBIT A – PREMISES

