

LEASE

THIS Lease is entered into this ____ day of July, 2010, effective July 1, 2010, between THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, a body corporate under the laws of the State of Florida (the "Board"), and THE SARASOTA COUNTY SHERIFF'S OFFICE, (hereafter referred to as "The Sheriff");

W I T N E S S E T H:

WHEREAS, The Sheriff has proposed that the Board lease certain property to The Sheriff for use in the Community Policing Program; and

WHEREAS, the Board is authorized pursuant to Section 1013.15, Florida Statutes, to lease property owned by the Board on such terms and conditions as the Board determines to be in its best interest; and

WHEREAS, the Board finds that The Sheriff would provide a public service utilizing the Board's property.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the Board and The Sheriff hereby agree as follows:

1. LEASE PREMISES. The Board does hereby lease to The Sheriff and The Sheriff does lease from the Board a portable building 99-337 (the "Premises") located in Sarasota County, Florida, on the campus of Emma E. Booker Elementary School.

2. RENTAL PERIOD: The term of this Lease shall be for a period of one (1) year commencing on the 1st day of July, 2010, and expiring twelve (12) months thereafter; provided, however, that upon expiration of such base term, this lease shall automatically be renewed, for any number of successive one-year terms unless, at least thirty (30) days prior to the expiration of any extended term hereunder, either party shall notify the other in writing of its desire to terminate the Lease. Additionally, the Sheriff may terminate this Lease at any time upon thirty (30) days written notice provided that all rental payments are current.

3. RENTAL: For the initial term of this Lease, The Sheriff shall pay to the Board rental in the annual sum of \$3,000.00, payable in monthly installments of \$250.00 on the first day of each month. For each year the term of this Lease may be extended pursuant to the automatic renewal in paragraph 2 above, the annual rent shall increase by \$120.00. Rent shall be payable at 1960 Landings Boulevard, Sarasota, Florida 34231.

4. PRIOR LEASES: All prior leases between the Board and The Sheriff for any premises on the Emma E. Booker campus are hereby terminated.

5. USE. The Premises are leased to The Sheriff solely for the following use and no other use can be made of the Premises during the Lease term without the written consent of the Board: Community Policing.

6. UTILITIES AND TAXES. As part of the rental, the Board will pay for normal water consumption, sewer service, trash collection and electricity for the Premises. The Sheriff agrees to pay the cost of all other utilities including telephone and gas. The Sheriff shall pay all occupational licenses, personal property taxes or other obligations attributable to the operation of The Sheriff's business on the Premises.

The Premises are presently exempt from real estate taxation. The Sheriff shall pay, annually, any real estate taxes which may become due on the Premises as a result of The Sheriff's usage thereof, or as a result of any improvements thereof by The Sheriff. The Sheriff further agrees to pay to the Board any applicable occupancy tax or rent tax now in effect as of the effective date of this lease or hereinafter enacted. If such tax is paid by the Board, The Sheriff shall reimburse the Board for the amount of any such tax payment within sixty (60) days of receipt of sufficient documentation indicating the amount paid. Upon written request by The Sheriff, the Board shall furnish evidence of payment of all taxes.

7. OBSERVANCE OF LAWS AND ORDINANCES: The Sheriff agrees to observe, comply with and execute promptly, at its expense during the term hereof, all laws, rules, requirements, orders, directives, codes, ordinances and regulations of governmental authorities, agencies and insurance carriers which relate to its use or occupancy of the Premises. The Sheriff shall comply with all governmental and other laws, rules, regulations, codes or statutes, including but not limited to, Federal, State, and County as they relate to storage, use and disposal of any

substance, whether toxic or nontoxic, and whether such substance is a natural or manufactured substance.

In the event The Sheriff should violate such laws, rules, regulations, codes or statutes, the same shall constitute a default under this Lease.

8. BOARD'S CONSENT REQUIRED: The Sheriff shall not assign this Lease, nor sublet the Premises, or any part thereof, nor use the same or any part thereof, for any other purpose than as above stipulated, nor make any alterations thereto without the written consent of the Board.

9. REMOVAL OF IMPROVEMENTS BY LESSEE: Upon the termination of this Lease, provided that The Sheriff is not then in default under the terms hereof, The Sheriff may remove from the Premises, any and all equipment, furniture, furnishings and trade fixtures, which it supplied, provided that The Sheriff at its expense repairs any damage resulting from such removal so as to restore the damaged portion of the Premises to the condition existing prior to the installation and removal thereof. All remaining improvements made to the Premises by The Sheriff shall be deemed to become a part of the Premises herein described upon the termination of this Lease and shall not be removed by The Sheriff. The Sheriff further agrees that upon the termination of this Lease either by the expiration of its term or otherwise, The Sheriff will quit possession of the Premises and will leave the Premises in good, usable condition, equal at least to the same condition as existing at the commencement of the term of this Lease, reasonable wear and tear excepted.

10. QUIET ENJOYMENT: Provided The Sheriff shall pay all rents as agreed in this Lease and keeps and performs all of the terms, covenants and conditions hereof, the Board warrants and will defend, and The Sheriff shall have the right to peaceably and quietly enjoy the Premises, subject only to the terms of this Lease.

11. RIGHT OF ENTRY: The Board, or any of its agents, shall have reasonable access to the Premises during all reasonable hours, upon forty-eight (48) hours notice (except in the case of emergency which creates an immediate danger to life or property), to examine the same, and to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort or preservation thereof. The Board's right of entry shall be conditioned upon the right of The Sheriff or its agent to accompany the Board upon any entry of the Premises, and

any entry for inspection purposes shall not unreasonably interfere with the tenant's use of the leased premises.

12. MAINTENANCE: The Board shall keep buried conduits, the foundation, outer walls, roof, landscaping, parking lot and sidewalks, plumbing system, electrical system and HVAC system of the Premises in good repair, except that The Sheriff shall be solely responsible for the maintenance of the Premises. Further, the Board shall not be called upon to make any repairs occasioned by the negligence of The Sheriff, its agents, express or implied, invitees, or employees. Except as set forth under the Board's duties, The Sheriff shall keep the inside of the Premises in good order, condition and repair and shall also keep the Premises in a clean, sanitary and safe condition in accordance with law and in accordance with rules and regulations promulgated by the Board from time to time and in accordance with all directions rules and regulations of governmental agencies having jurisdiction. The Sheriff shall be responsible for providing all light bulbs used on the Premises. The Sheriff shall provide trash bags and trash receptacles for separation of recyclable materials. The plumbing facilities shall not be used for any other purposes than that for which they were constructed, and no foreign substances of any kind shall be disposed therein. The expense of any breakage, stoppage, or damage resulting from the violation of this provision shall be borne by The Sheriff.

13. INDEMNITY-LIABILITY INSURANCE: The Sheriff covenants and agrees to indemnify and hold the Board harmless from and against any and all claims for damages or injuries to goods, wares, merchandise, and property, and for any personal injury or loss of life in, upon or about the Premises or Common Areas where that damage or injury arises from and is the result of The Sheriff's negligent occupation or use, of the Premises or Common Areas.

However, no term in the Agreement shall be construed to affect any defense The Sheriff may raise or otherwise alter The Sheriff's waiver of sovereign immunity under Section 768.28, Florida Statutes.

14. DAMAGE OR DESTRUCTION: In the event the Premises are destroyed or damaged by fire or other casualty, or in the event of partial damage which the Board, in its sole discretion, determines cannot be restored, the Board shall have the option to either terminate this Lease or to restore the Premises to as nearly the condition it was in prior to the damage or

destruction as is reasonably possible. Said option shall be exercised by the Board giving written notice to The Sheriff no later than the thirty (30) days following the date of occurrence. The Sheriff shall have the option to terminate this Lease in the event the Premises are destroyed or damaged by fire or other casualty upon providing twenty (20) days written notice to the Board following the date of occurrence.

If either party elects to terminate the Lease, the following shall prevail:

(i) The Lease shall terminate and The Sheriff shall surrender possession of the Premises within fifteen (15) days after giving of such notice; and

(ii) The rent and any additional monies due under this Lease shall be prorated as of the effective date of the casualty, and proportionately refunded to The Sheriff or paid to the Board as the case may be within ten (10) days of termination. If such casualty is the result of negligence of The Sheriff, The Sheriff shall continue to pay rent for ninety (90) days after such casualty.

If the Lease is not terminated and the Board elects to rebuild or repair the Premises, the Board will promptly perform or have the repairs promptly performed with reasonable diligence, subject to strikes and delays beyond the Board's control and delays in the making of insurance adjustments to the Board, but in no event to exceed 180 days of such repair time. If such casualty is not the result of the negligence or willful conduct of The Sheriff, its agents, employees, invitees or licensees, rent shall abate until restoration or rebuilding is completed.

In no event shall the Board be liable to The Sheriff for loss of profits, any expenses, or any type of injury or damage resulting from the repair of any such damage to the Premises or for termination of the Lease.

15. DEFAULT: The following shall constitute events of default by The Sheriff under the terms of the Lease:

(A) Failure to pay the Board any rent as and when the same shall become due and payable and continuance of such nonpayment for a period of five (5) days after written notification from the Board.

(B) Failure to perform or comply with any of the agreements, terms, covenants or conditions in this Lease, other than those referred to in the foregoing subsection (A) for a period of thirty (30) days after written notice from the Board to The Sheriff specifying the items in default; provided, however, if the term or condition noted is not reasonably cured within thirty (30) days, then it shall be sufficient if The Sheriff has commenced such curative measures within said thirty (30) day period.

In the event The Sheriff shall be in default in the payment of rent for more than five (5) days after receiving written notice of such default, or if The Sheriff shall continue in default in the observance or performance of any of the terms, covenants and conditions of this Lease after thirty (30) days notice of such default in writing, the Board shall have all remedies provided by law or equity.

In the event the Board fails to perform its obligations under the Lease, The Sheriff shall have all remedies provided by law or equity.

16. ATTORNEYS FEES AND RELATED EXPENSES: The parties hereto agree that in any action to enforce the terms of this Lease, the prevailing party shall be entitled to reasonable attorneys' fees, in accordance with Florida Statutes.

17. IDENTITY OF INTEREST: The execution of this Lease or the performance of any of the terms hereof shall not be deemed or construed to have the effect of creating, between the Board and The Sheriff, the relationship of principal and agent or of a partnership or of a joint venture, and the relationship between the parties hereto shall always be and remain that of lessor and lessee.

18. COMMON AREAS: All common areas and common facilities ("Common Areas") made available by the Board in or about the Premises shall be subject to the exclusive control and management of the Board. The term "common areas" shall mean all areas, space, facilities, equipment, signs and special services from time to time made available by the Board for the common and joint use and benefit of the Board and The Sheriff and their respective employees, agents, licensees, customers and other invitees, which Common Areas may include the sidewalks, parking areas, access roads, driveways, landscaped areas, truck service ways, loading docks, hallways, stairways, lobbies, play areas, ramps, elevators, and public washrooms. The Board hereby expressly reserves the right, from time to time, to change the

area, location and arrangement of the parking areas and other facilities forming a part of such Common Areas. The Sheriff shall, upon request, furnish to the Board the license plate numbers of the cars operated by The Sheriff and its employees and agents.

19. RADON NOTIFICATION: Radon is a naturally occurring radioactive gas that, 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. This paragraph is provided pursuant to Florida Statutes Section 404.056(8).

20. MISCELLANEOUS:

(A) It is understood and agreed between the parties hereto that written notice mailed certified, return receipt requested, or hand delivered to 1960 Landings Boulevard, Sarasota, Florida 34231, shall constitute sufficient notice to the Board, and written notice mailed certified, return receipt requested, or hand delivered to 2071 Ringling Boulevard or P.O. Box 4115, Sarasota, FL 34230, shall constitute sufficient notice to The Sheriff to comply with the terms of this Lease.

(B) Failure of either party to insist upon the strict compliance of any covenant or agreement of this Lease in any one or more instances shall not be construed as a waiver or relinquishment in the future of any such covenant or agreement.

(C) It is hereby understood and agreed that any signs or advertising to be used in connection with the Premises hereunder shall be submitted to the Board for approval before installation of same. Further, any such signs shall comply with all regulations and ordinances of applicable governmental authorities having jurisdiction thereof. Any such signage shall be erected and maintained so as not to cause damage to the Premises.

(D) The paragraph headings where used herein are inserted only as a matter of convenience and are not intended to define, limit or describe the scope and intent of the particular paragraphs to which they refer.

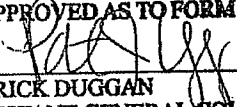
(E) All of the terms and provisions hereof shall be binding upon and the benefits inure to the parties hereto and

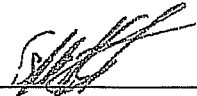
their respective heirs, devisees, personal representatives, successors and assigns. The term "The Sheriff" and "Board" shall include all parties so designated herein, their respective heirs, devisees, personal representatives, successors and assigns. Whenever used herein, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders.

(F) This Lease and all instruments or documents relating to same and all references herein shall be construed under Florida law. The sole and exclusive jurisdiction for any action or suit brought in connection herewith shall be in the Twelfth Judicial Circuit in and for Sarasota County, Florida. Time is of the essence as to all terms and conditions contained herein.

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

The Sarasota County Sheriff's Department

APPROVED AS TO FORM AND CONTENT
BY  6/18/10
PATRICK DUGGAN DATE
ASSISTANT GENERAL COUNSEL

BY: 
Thomas M. Knight
Sheriff

The School Board of Sarasota County, Florida

BY: _____
Shirley Brown
Chair

Approved for Legal Content
July 7, 2010, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: ASH