

LEASE

THIS Lease is entered into this ____ day of _____, 2009, effective July 1, 2009, between THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, a body corporate under the laws of the State of Florida ("Sarasota"), and THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, a body corporate under the laws of the State of Florida ("Pinellas").

WITNESSETH:

WHEREAS, Pinellas has proposed that Sarasota lease certain property at the Sarasota County Technical Institute to it for use in administering a grant related to Child Care Workers Training Program Workforce Education; and

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

WHEREAS, Sarasota finds that Pinellas would provide a public service utilizing Sarasota's property.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, Sarasota and Pinellas hereby agree as follows:

1. LEASE PREMISES. Sarasota does hereby lease to Pinellas and Pinellas does lease from Sarasota Room 108, Building 29 on the campus of the Sarasota County Technical Institute (the "Premises") located in Sarasota County, Florida.

2. RENTAL PERIOD: This Lease shall commence July 1, 2009, and expire on June 30, 2010, unless sooner terminated as provided herein. Pinellas may terminate this Lease upon thirty (30) days written notice provided that all rental payments are current.

3. RENTAL: For the term of this Lease Pinellas shall pay to Sarasota rental in the sum of \$4,200.00, payable in monthly rental installments in the amount of \$350.00 per month beginning July 1, 2009. Payment shall be made in U.S. dollars drawn on a United States bank. Rent shall be payable at 4748 Beneva Road, Sarasota, Florida 34233. Sarasota shall provide Pinellas the use of a copier and facsimile machine for which Pinellas agrees to pay an additional sum of \$475.00 per year, payable upon execution of this Lease.

4. USE. The Premises are leased to Pinellas solely for the following use and no other use can be made of the Premises during the Lease term without the written consent of Sarasota: Child Care Workers Training Program Workforce Education.

5. UTILITIES AND TAXES. As part of the rental, Sarasota will pay for normal water consumption, sewer service, trash collection and electricity for the Premises. Pinellas shall pay all occupational licenses, personal property taxes or other obligations attributable to the operation of Pinellas's business on the Premises.

The Premises are presently exempt from real estate taxation. Pinellas shall pay, annually, any real estate taxes which may become due on the Premises as a result of Pinellas's usage thereof, or as a result of any improvements thereof by Pinellas. Pinellas 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.

6. OBSERVANCE OF LAWS AND ORDINANCES: Pinellas 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. Pinellas 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 Pinellas should violate such laws, rules, regulations, codes or statutes, the same shall constitute a default under this Lease.

7. SARASOTA'S CONSENT REQUIRED: Pinellas 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 Sarasota.

8. REMOVAL OF IMPROVEMENTS BY LESSEE: Upon the termination of this Lease, provided that Pinellas is not then in default under the terms hereof, Pinellas may remove from the Premises, any and all equipment, furniture, furnishings and trade fixtures which it supplied, provided that Pinellas 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 Pinellas shall be deemed to become a part of the Premises herein described upon the termination of this Lease and shall not be removed by Pinellas. Pinellas further agrees that upon the termination of this Lease either by the expiration of its term or otherwise, Pinellas 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.

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

10. RIGHT OF ENTRY: Sarasota, 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. Sarasota's right of entry shall be conditioned upon the right of Pinellas or its agent to accompany Sarasota 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.

11. MAINTENANCE: Sarasota 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. Sarasota shall not be called upon to make any repairs occasioned by the negligence of Pinellas, its agents, express or implied, invitees, or employees. Except as set forth under Sarasota's duties, Pinellas 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 Sarasota from time to time and in accordance with all directions rules and regulations of governmental agencies having jurisdiction. Sarasota shall be responsible for routine custodial care for the Premises. 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 Pinellas.

12. FINGERPRINTING AND BACKGROUND CHECKS: Pinellas assures that each of its employees assigned hereunder has been fingerprinted by an authorized law enforcement agency and processed by the State Department of Law Enforcement and the Federal Bureau of Investigation for criminal background checks. Any employee assigned hereunder must meet all screening requirements as described in Section 1012.32, Florida Statutes. The results of all such background investigation and fingerprinting, and any updated information disclosing subsequent criminal activity, shall be immediately reported in writing to the Superintendent of Schools.

13. INDEMNITY-LIABILITY INSURANCE: To the extent permitted by law, Pinellas covenants and agrees to indemnify and hold Sarasota 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 Pinellas's negligent occupation or use, of the Premises or Common Areas.

However, no term in the Agreement shall be construed to affect any defense either party may raise or otherwise alter the provisions of sovereign immunity under Section 768.28, Florida Statutes. This provision shall survive termination of this Lease, and shall be binding on the parties, successors, representatives and assigns and cannot be waived or varied.

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 Sarasota, in its sole discretion, determines cannot be restored, Sarasota 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 Sarasota giving written notice to Pinellas no later than the thirty (30) days following the date of occurrence. Pinellas 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 Sarasota following the date of occurrence.

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

(i) The Lease shall terminate and Pinellas 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 Pinellas or paid to Sarasota as the case may be within ten (10) days of termination. If such casualty is the result of negligence of Pinellas, Pinellas shall continue to pay rent for ninety (90) days after such casualty.

If the Lease is not terminated and Sarasota elects to rebuild or repair the Premises, Sarasota will promptly perform or have the repairs promptly performed with reasonable diligence, subject to strikes and delays beyond Sarasota's control and delays in the making of insurance adjustments to Sarasota, 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 Pinellas, its agents, employees, invitees or licensees, rent shall abate until restoration or rebuilding is completed.

In no event shall Sarasota be liable to Pinellas 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 Pinellas under the terms of the Lease:

(A) Failure to pay Sarasota 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 Sarasota.

(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 Sarasota to Pinellas 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 Pinellas has commenced such curative measures within said thirty (30) day period.

In the event Pinellas shall be in default in the payment of rent for more than five (5) days after receiving written notice of such default, or if Pinellas 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, Sarasota shall have all remedies provided by law or equity.

In the event Sarasota fails to perform its obligations under the Lease, Pinellas 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 Sarasota and Pinellas, 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 Sarasota in or about the Premises shall be subject to the exclusive control and management of Sarasota. The term "common areas" shall mean all areas, space, facilities, equipment, signs and special services from time to time made available by Sarasota for the common and joint use and benefit of Sarasota and Pinellas 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. Sarasota 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. Pinellas shall, upon request, furnish to Sarasota the license plate numbers of the cars operated by Pinellas 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 the Director, SCTI, 4748 Beneva Road, Sarasota, Florida 34233, shall constitute sufficient notice to Sarasota, and written notice mailed certified, return receipt requested, or hand delivered to Susan Weber, Child Care Training, 401 4th Street SW, P.O. Box 2942, Largo, Florida, 33779-2942, shall constitute sufficient notice to Pinellas 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 Sarasota 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 terms "Sarasota" and "Pinellas" 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 SCHOOL BOARD OF PINELLAS
COUNTY, FLORIDA

THE SCHOOL BOARD OF SARASOTA
COUNTY, FLORIDA

BY: _____

BY: _____
Caroline G. Zucker, Chair

Approved as to Form:

Approved for Legal Content
June 17, 2009, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: _____ASH_____

School Board Attorney