

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT ("Sublease") by and between Indian River County, Florida, a political subdivision of the State of Florida, whose address is 1800 27th Street, Vero Beach, Florida ("County"), and Senior Resource Association, Inc., a Florida non-profit corporation, formerly known as Council on Aging, Inc., whose address is 694 14th Street, Vero Beach, FL 32960 ("SRA"), shall take effect as of July 1, 2017 ("Effective Date").

BACKGROUND RECITALS:

A. The Senior Resource Association is the Community Transportation Coordinator (CTC) and Transit Service Provider for Indian River County. The SRA operates a fixed route bus system serving the citizens of Indian River County utilizing over 50 buses. Most of the buses operated by the SRA are titled to Indian River County as the owner of the vehicles. The operation of the buses for the citizens of Indian River County serves a valuable public purpose; and

B. The SRA's transit system, the GoLine, has steadily increased in ridership, popularity and size, necessitating construction of a main transit hub facility to accommodate passengers and the buses for the various routes; and

C. Effective April 16, 2013, the City of Vero Beach and the County entered into a ground Lease Agreement ("Ground Lease") to provide for a site for the construction of a main transit hub facility on 1.6 acres of City owned land located at 1225 16th Street, Vero Beach, FL whose legal description is attached as Exhibit A, and incorporated by reference herein.

D. Construction of the Indian River Transit Main Hub ("Main Hub") is now complete. The Main Hub includes a 1,000 square foot building, parking lot, covered walk ways, covered waiting area and restrooms. The Main Hub was built using grant funds and will continue to be considered a County owned improvement on City owned property.

E. The County and SRA now desire to enter into a Sublease Agreement with a five year term that will allow the SRA to utilize the Main Hub for passenger operations; and

F. Pursuant to Florida Statutes Section 125.38, the County has the ability to set a nominal rent regardless of the actual value of the property so long as the price of the rent shall be set forth in a resolution of the Board of County Commissioners.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. **Recitals.** The above recitals are true and incorporated as a part of this document by reference herein.
2. **Property, Rent and Term.** The County hereby Subleases to the SRA, and the SRA hereby Subleases from County, the property and any improvements thereon

including the Main Hub, located at the 1225 16th Street, Vero Beach, FL and more specifically described on Exhibit "A", attached hereto and made a part hereof. The Sublease shall be for a term of five (5) years commencing June 1, 2017 and terminating on May 31, 2022. The rent payable by the SRA during the term shall be five dollars (\$5.00). Said amounts shall be payable annually, in advance, in the amount of one dollar (\$1.00) per year. The SRA shall be responsible for any sales tax, use tax, ad valorem tax, non-ad valorem taxes, tangible property tax, and intangibles sales tax that may arise from this Sublease or the Main Hub.

3.1 Review of Sublease. Approximately ninety (90) days prior to the expiration of this Sublease, the parties shall meet to discuss extension of this Sublease and any other changes deemed necessary by either party.

4. Property Subleased "AS IS". The SRA agrees that the Main Hub is being Subleased "as is" and that the County makes no representation, warranty or guarantee of the condition of the Main Hub or any of the improvements thereon. The SRA has examined the Main Hub and has determined that it is suitable for the SRA's purposes. SRA may use the Main Hub for the purposes relating to operation of the bus service.

5. Maintenance and Repairs. The SRA shall repair and maintain the Main Hub and keep the area, including the interior and outdoor waiting areas, in a safe, clean and attractive condition. The County shall mow the lawns and maintain the landscaping, trees and shrubbery at the Main Hub. The County shall maintain the automobile and bus parking areas, driveways and the exterior of the building in a safe, clean and attractive condition. The County shall maintain the generator at the Main Hub through its existing generator maintenance/service contractor. Upon expiration of the Sublease, the SRA shall surrender the Main Hub quietly and peaceably in substantially the same condition as it was in at the start of the Sublease, reasonable wear and tear excepted. SRA shall notify County of any structural or non-structural repairs, or alterations made to the Main Hub so County may keep an accurate history concerning the building.

6. Installation and Removal of Equipment and Personal Property. The SRA shall have the right to install such equipment, fixtures and other items necessary or convenient for its use of the Main Hub. All equipment and personal property purchased by the SRA and placed in, on, or about the Main Hub, including equipment not affixed to the realty, shall remain the property of the SRA. The SRA may remove such equipment and personal property on or before the termination of the Sublease, provided that if such removal results in damage to any part of the Main Hub, the SRA shall repair such damage prior to termination of the Sublease. Any of the SRA's equipment or personal property not attached or installed in any building or structure shall remain the SRA's property and may be removed on or prior to termination of the Sublease.

7. Public Utilities. The SRA will pay, within time allowed for payment without penalties, all charges for water, sewer, electricity and garbage collection and all other public utilities which may arise from the SRA's use of the Main Hub. SRA shall also be responsible for payment of any pest control expenses.

8. **Improvements or Alterations to the Main Hub.** SRA shall make any necessary improvements or alterations to the Main Hub in order to accommodate the safe operation of the system at SRA's sole expense. Any such improvements or alterations shall be subject to County's prior written approval. County expressly reserves the right to review and approve or disapprove of any construction plans prior to application for any building permit. All such improvements or alterations shall comply with any and all applicable governmental laws, regulations, rules, and orders, shall follow standard construction methods and shall be constructed in accordance with the plans and specifications approved by the County. County, at County's sole discretion, may require SRA to have any alteration, improvement or construction secured with surety bonds or such other security approved by County. SRA shall maintain such improvements or alteration as may be required by County. Any and all improvements or alterations made by the SRA to the Main Hub shall become the property of the County at the time of expiration or sooner termination of this Sublease.

9. **Use in Declared Emergency.** During any federally, State of Florida, or locally declared disaster or other emergency, the County reserves the right to have the full and exclusive use of the Main Hub for as long as reasonably necessary as the County, in its sole discretion, acting as the Indian River County Emergency Services District, shall determine, for any and all appropriate governmental purposes in connection with such declared disaster or other emergency.

10. **Insurance.** During the term of this Sublease the Main Hub shall be insured by the County. The insurance required is commercial general liability insurance with a reputable insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the County's Risk Manager, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage, including coverage for premises/operations, products/completed operations, contractual liability, and independent contractors, in accordance with County's Administrative Policy Manual. The commercial general liability policy shall name Indian River County, a political subdivision of the State of Florida as the insured party and the Senior Resource Association, Inc., shall be named as an additional insured. County shall calculate the cost of the insurance on an annual basis and bill SRA monthly for one twelfth of the cost of the annual insurance coverage. SRA shall remit payment within 15 days of receipt. Failure to pay County for insurance coverage shall be deemed a default of this Sublease.

11. **Indemnity** SRA shall indemnify and hold harmless the County, and its commissioners, officers, employees and agents, from and against any and all claims, damages, liabilities, costs (including attorney's fees), third party claims, judgments, and expenses to persons or property that may arise, directly or indirectly, from any negligent, reckless, or intentional act or omission of SRA, or of SRA's officers, employees or agents, in the operation of the Main Hub, or otherwise in connection with this Sublease.

12. **Repair for Damage.** SRA shall repair, cause the repair, or reimburse the County for the repair of, any damage to County's property caused by SRA or SRA's employees, guests, invitees, licensees, or permittees.

13. **Compliance with Laws.** SRA shall comply with all of the laws, rules, ordinances, and regulations of the County, State and Federal Governments, and agencies regarding the use of the Main Hub. Violation of any law, rule, ordinance or regulation may result in immediate termination of this Sublease.

14. **Default.** In addition to the rights granted under paragraph 13 of this Sublease, County shall have the right to terminate this Sublease upon the occurrence of any of the following (each an "Event of Default"): 1) Loss of non-profit corporation status by SRA; 2) Abandonment by SRA of the Main Hub; 3) Default of, non-performance of, or other non-compliance with, any term, covenant or condition of any nature whatsoever under this Sublease to be performed by SRA; or 4) Failure to pay when due any rent, insurance cost reimbursement, or any other expense which could result in a lien being placed upon the Main Hub. Upon the occurrence of an Event of Default, the County shall send a written notice to SRA, in the manner set forth in this Sublease, setting forth the Event of Default in specific detail and the date this Sublease shall terminate in the event SRA does not cure the default. Within thirty (30) days following receipt of a default notice, SRA shall have cured the default to the reasonable satisfaction of County. In the event SRA fails to cure the Event of Default within thirty (30) days, this Sublease shall be deemed to be terminated with no further action by the County, other than providing final written notice to the defaulting party that the Event of Default has not been cured and that the Sublease is terminated.

15. **Vacating Main Hub.** The SRA is the Transit Service Provider ("TSP") for Indian River County. Should the SRA cease acting as the TSP for the County, then this Sublease shall terminate. In the event of this Sublease terminating due to the SRA ceasing to act as the TSP for Indian River County, SRA shall have 90 days to vacate the Main Hub. During this period, SRA understands that another community transportation coordinator may have to use the Main Hub and SRA agrees not to interfere with the new TSP's activities.

16. **Assignments or Encumbrances.** SRA shall not, in any manner, assign, transfer, mortgage, pledge, encumber, or otherwise convey an interest in this Sublease, or sublet the Main Hub or any part thereof (any one of the foregoing events hereinafter referenced as an "Assignment"), without the prior written consent of County which consent may be granted, conditioned, or withheld at County's sole discretion for any reason. Any such attempted Assignment without County approval shall be null and void.

17. **Attorney's Fees and Costs.** In the event there arises any dispute or litigation over the terms and conditions of this Sublease, each party shall bear its own attorney's fees, costs, and expenses to resolve that dispute.

18. **Notices.** Any notices which are required, or which either party may desire to serve upon the other parties, shall be in writing and shall be deemed served when hand delivered, or when actually received via U.S. Mail, postage prepaid, return receipt requested, addressed to the parties at:

SRA: Senior Resource Association, Inc.
Attn: Karen Deigl
694 14th Street

County: Indian River County
Attn: County Administrator
1801 27th Street

These addresses may be changed by any party by providing written notification to the other parties.

19. **Right of Quiet Enjoyment.** If and so long as SRA performs all of its obligations under this Sublease, County covenants that SRA shall and may quietly hold and enjoy the Main Hub, subject to any provisions of this Sublease, applicable laws, ordinances, and governmental regulations, and to any governmental actions, and to any taking under the power of eminent domain.

20. **Inspection.** The County may enter and inspect the Main Hub with reasonable notice at all reasonable hours to insure the Main Hub is being properly maintained and kept in good condition.

21. **Jurisdiction.** This Sublease shall be governed by the laws of the State of Florida and any and all legal action instituted because of this Sublease shall be instituted in Indian River County.

22. **Waiver of Strict Compliance.** Each right, power and remedy of the County and SRA provided for in this Sublease shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Sublease or now or hereafter existing at law or in equity or by statute or otherwise. The failure of either party to insist upon compliance by the other party with any obligation, or exercise any remedy, does not waive the right to so in the event of a continuing or subsequent delinquency or default. A party's waiver of one or more defaults does not constitute a waiver of any other delinquency or default. County's acceptance of rent does not waive any uncured delinquency or default by SRA.

23. **Prior Agreements.** This Sublease incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings of any nature whatsoever concerning the subject matter of the Sublease that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written.

24. **Severability.** If any term, covenant or provision of this Sublease, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable for the remainder of this Sublease, then the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and each and every other term and provision of this Sublease shall be deemed valid and enforceable to the fullest extent permitted by law.

25. **Execution.** This Sublease may be executed in one or more counterparts, each of which shall be deemed to be an original copy and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Sublease to be executed by their respective duly authorized representatives as of the date first set forth above.

SENIOR RESOURCE ASSOCIATION, INC

INDIAN RIVER COUNTY, FLORIDA
Board of County Commissioners

By: _____
Karen Deigl, President/CEO of the
Senior Resource Association, Inc.

By: _____
Joseph E. Flescher, Chairman,
Board of County Commissioners

Date Approved: _____

Date Approved: _____

Attest: Jeffrey R. Smith
Clerk of Court and Comptroller

By: _____
Deputy Clerk

Approved:

By _____
Jason E. Brown
County Administrator

Approved as to form and legal sufficiency:

William K. DeBaal
Deputy County Attorney