

**Lease Agreement**

Lessor: Indian River County, Florida  
A political subdivision of the State of Florida  
1801 27<sup>th</sup> Street  
Vero Beach, FL 32960  
(Hereinafter County)

Lessee: City of Vero Beach  
A Florida municipal corporation  
P.O. Box 1389  
Vero Beach, FL 32961-1389  
(Hereinafter City)

**Witnesseth That:**

WHEREAS, the County recently purchased from the City a parcel of land commonly known as the Dodgertown Golf Course located at the southeast corner of 43<sup>rd</sup> Avenue and 26<sup>th</sup> Street; and

WHEREAS, the County is in the process of planning improvements to the 34± acre parcel but is not yet ready to begin construction; and

WHEREAS, prior to the sale of the parcel, the City was utilizing the building that housed the former pro shop, cart barn and concession area as a storage and maintenance facility for City Recreation Department programs and also used the parking lot surrounding the building for storage of its portable stages. The building, the parking lot and the area directly around the building shall be collectively referred to as the Property, a general depiction of which is contained on the aerial photo attached to this Lease Agreement and incorporated by reference herein; and

WHEREAS, the City desires to continue its current use of the Property for a period of time while the County prepares its plans for improvement of the 34± parcel and the County has no objection to the continued use;

NOW, THEREFORE, for in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties agree as follows:

1. **Term of Lease: Rental.** The County shall lease to the City the Property for the term of six (6) months at a rental of one dollar (\$1.00) per month. This Lease Agreement (Agreement) shall be extended upon mutually agreeable terms, for up to four (4) additional three (3) month terms, unless one party notifies the other party in writing of its intent to not renew at least sixty (60) days prior to the expiration of a term.

2. **Use of The Property.** The Property shall be used by the City for the purpose of storage and maintenance of City Recreation Department programs. The City agrees that its portable stages will not be stored in the parking lot.

2.1 **Maintenance.** The City shall be responsible for mowing the grass together with weeding, trimming and pruning trees and shrubs on the Property. The City shall be responsible for maintenance and repairs of the structure, and existing lighting of the Property, including light bulb replacement. Maintenance of the structure shall include cleaning and repair of the gutter system, and repair of the soffit. These repairs must be completed within 30 days after the execution of the lease agreement.

2.2 **Utilities.** The City shall pay all utilities and trash removal for the Property.

3. **Insurance.** The City shall obtain and maintain commercial general liability insurance in the amount of \$1,000,000, naming the County as an additional insured. The policy shall provide that written notice of cancellation shall be given to the County at least 30 days before the cancellation shall become effective. The insurance shall be written on a policy and company acceptable to the County's Risk Management Division.

4. **Non-discrimination.** The City shall operate the Property in compliance with all local, state and federal laws, rules or regulations.

5. **Cancellation.** The City may cancel this agreement at any time by giving the County sixty (60) days written notice. At the termination of this lease agreement from whatever cause, it shall be the City's responsibility to restore the Property to a condition no worse than what would be reasonably expected with normal wear and tear.

6. **Assignment.** The lease may be assigned or transferred only with the written approval of the County.

7. **Emergency County Use.** In an emergency declared by the appropriate authorities under Chapter 252, Florida Statutes, the County reserves the right to use the Property as a part of its emergency response and recovery operation as long as reasonably necessary in the County's opinion. In such an event, the County shall

restore the Property at the County's expense to the same condition as it was prior to the County's use. For said restoration, time will be of the essence.

8. **Hold Harmless.** To the extent allowed by law, and without waiving its sovereign immunity, the City shall defend, indemnify and hold the County harmless from any and all claims for damages as a result of the negligence of City, except for those claims arising out of the County's own negligence.

9. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida. Venue for any lawsuit shall be in Indian River County, or in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

10. **Improvements to the Property.** The City shall obtain the County's permission before constructing any improvements on the Property. At the termination of the lease, the City shall be permitted to remove any personal property not attached to the Property and any buildings, fixtures or equipment attached to the property shall become the property of the County.

11. **Breach of Agreement.** A breach by the City of any of its obligations under this lease shall be grounds for the County to terminate this lease, except that before such termination, the City shall be given written notice with thirty (30) days to cure the breach. In the event of a lapse of insurance as set forth in paragraph 4, the City shall have 30 days to reinstate the insurance and shall agree to suspend all operations and use of said property until insurance is reinstated. Failure to timely reinstate the insurance or use of Property while there is no insurance may subject the City to automatic termination of this Agreement.

12. **Use of the Airport Parcels for Parking for Special Events.** The Parties recognize that the amount of rent paid by the City does not represent a fair market rental rate for the Property. In consideration of this reduced rate, the City agrees to rent to the County, at the City's sole expense, subject to availability and without causing undue interference with regular activities and events previously scheduled by the City, the City owned vacant land on the north side of Aviation Boulevard for parking for special events. Any request for reservation of the Aviation Boulevard parking areas, shall be made thirty (30) days in advance by written notice. The Parties agree to make their best efforts to cooperate in the avoidance of scheduling conflicts or unforeseen difficulties in providing adequate notice under this Section. The County has the right to use the Aviation Boulevard parking areas three times in the three years from the date of this Agreement.

13. **Access for Inspection.** The County may come onto the Property at such reasonable times and frequencies as deemed necessary by the County to inspect the condition of the Property.

IN WITNESS WHEREOF, COUNTY and CITY have executed this instrument this \_\_\_ day of \_\_\_\_\_ 2019.

Attest: Jeffry R. Smith, Clerk of Court  
And Comptroller

Indian River County, Florida  
Board of County Commissioners

\_\_\_\_\_  
By: Deputy Clerk

\_\_\_\_\_  
Bob Solari, Chairman

BCC Approval: \_\_\_\_\_

Approved:

\_\_\_\_\_  
Jason E. Brown, County Administrator

Approved as to Form and Legal Sufficiency:

\_\_\_\_\_  
William K. DeBaal, Deputy County Attorney

**ATTEST:**

**CITY OF VERO BEACH**

\_\_\_\_\_  
Tammy K. Bursick  
City Clerk

By: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Mayor

[SEAL]

Date signed: \_\_\_\_\_

**CITY ADMINISTRATIVE REVIEW**

(For Internal Use Only–Sec. 2-77 COVB Code)

Approved as to form and legal  
sufficiency:

Approved as conforming to municipal  
policy:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Interim City Attorney

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
City Manager

Approved as to technical requirements:

Approved as to budget requirements:

\_\_\_\_\_  
Monte K. Falls  
Public Works Director

\_\_\_\_\_  
Cynthia D. Lawson  
Finance Director