

LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this _____ day of _____, 2004, between City of Naples, and its successors, whose mailing address is 735 8th Street, Naples, Florida 34102, hereinafter referred to as "LESSOR", and COLLIER COUNTY, a political subdivision of the State of Florida, whose mailing address is 3301 East Tamiami Trail, Naples, Florida 34112, hereinafter referred as "LESSEE".

W I T N E S S E T H

In consideration of the mutual covenants contained herein, and other valuable consideration, the parties agree as follows:

ARTICLE 1. Demised Premises

LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR the property described as 801 8th Avenue South, Naples, Florida, which is the building located at the Northeast corner of 8th Street South and 8th Avenue South, directly south of City Hall and directly west of Fire Station #1, for the sole purpose of operating an emergency medical services facility.

LESSEE covenants and agrees not to use, occupy, suffer or permit said Demised Premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority.

ARTICLE 2. Term of Lease

LESSEE shall have and hold the Demised Premises for a term of five (5) years commencing on May 1, 2004 and ending April 30, 2009. This Lease shall automatically be renewed for five (5) additional separate terms of five (5) years each, under the terms and conditions as provided herein.

LESSEE, however, reserves the right to terminate this Lease, with or without cause, upon ninety (90) days prior written notice of such termination to LESSOR at the address set forth in ARTICLE 12 of this Lease. Said notice shall be effective upon actual receipt by LESSOR.

ARTICLE 3. Rent

LESSEE hereby covenants and agrees to pay as rent for the Demised Premises the sum of Twenty-five Thousand Eight Hundred Dollars (\$25,800.00) per annum in equal monthly installments of Two Thousand One Hundred Fifty Dollars (\$2,150.00) each.

All rental payments shall be due payable in advance on the first day of every calendar month during the term hereof. If the terms of this Lease shall commence on a day other than the first day of the month, LESSEE shall pay rental equal to one thirtieth (1/30th) of the monthly rental multiplied by the number of rental days of such fractional month.

ARTICLE 4. Renewal Term Rent

Throughout the entire term of this lease, the rent set forth in ARTICLE 3 shall remain the same as the above written rental amount.

ARTICLE 5. Other Expenses and Charges

LESSOR shall pay all utility chargers pertaining to water, sewer, electric and trash collection rendered upon the Demised Premises. LESSOR shall invoice LESSEE on a monthly basis for those charges. LESSEE agrees to pay the same AS ADDITIONAL RENT within thirty (30) days of its receipt of the LESSOR'S bill or invoice. LESSEE shall be responsible for payment of all other utilities and services rendered upon the Demised Premises, not paid for by LESSOR, including, but limited to, janitorial services, telephone and cable television.

ARTICLE 6. Modifications to Demised Premises

Prior to making any changes, alterations, additions or improvements to the Demised Premises, LESSEE will provide to LESSOR all proposals and plans for alterations, improvements, changes or additions to the Demised Premises for LESSOR'S prior written approval, specifying in writing the nature and extent of the desired alteration, improvement, change, or addition, along with the contemplated starting and completion time for such project. LESSOR or its designee will then have sixty (60) days within which to approve or deny in writing said request for changes, improvements, alterations or additions. LESSOR shall not unreasonably withhold its consent to required or appropriate alterations, improvements, changes or additions proposed by LESSEE. If after sixty (60) days there has been no written rejection delivered by LESSOR to LESSEE regarding said proposals or plans, then such silence shall be deemed as an APPROVAL to such request of LESSEE.

LESSEE covenants and agrees in connection with any maintenance, repair work, erection, construction, improvement, addition or alteration of any authorized modifications, additions or improvements to the Demised Premises, to observe and comply with all then and future applicable laws, ordinances, rules, regulation, and requirements of the United States of America, State of Florida, County of Collier, and any and all governmental agencies having jurisdiction over the Demised Premises.

All alterations, improvements, and additions to said Demised Premises shall at once, when made or installed, be deemed as attached to the freehold and to have become property of LESSOR. Prior to the termination of this Lease or any renewal term thereof, or within thirty (30) days thereafter, if LESSOR so directs, LESSEE shall promptly remove all such additions, improvements, alterations, fixtures and installations which were placed in, on or upon the Demised Premises by or on behalf of LESSEE, and which are designated in said notice, and repair any damage occasioned to the Demised Premises by such removal and in default thereof, LESSOR may complete said removals and repairs at LESSEE'S expense.

ARTICLE 7. Access to Demised Premises

LESSOR, its duly authorized agents, representatives and employees, shall have the right after reasonable oral notice to LESSEE, to enter into and upon the Demised Premises or any part thereof at all reasonable hours for the purpose of examining same and making repairs or janitorial service therein, and for the purposes of inspection for compliance with provisions of this Lease Agreement.

ARTICLE 8. Assignment and Subletting

LESSEE covenants and agrees not to assign this Lease or to sublet the whole or any part of the Demised Premises, or to permit any other persons, other than another County agency, to occupy same without the prior expressed written consent of LESSOR. Any such assignment or subletting, even with the consent of LESSOR, shall not relieve LESSEE from liability for payment of rent or other sums herein provided or from the obligation to keep and be bound by the terms, conditions and covenants of this Lease. The acceptance of rent from any other person shall not be deemed to be a waiver of any of the provisions of this Lease or to be a consent to the assignment of this Lease or subletting of the Demised Premises.

ARTICLE 9. Indemnity and Insurance

To the extent legally possible, the parties will continue the insurance arrangements in effect at the time of the commencement of this Lease, adjusted only so far as necessary to account for their change in legal position vis-à-vis.

ARTICLE 10. Maintenance

LESSEE shall, at its sole cost and expense, keep the Demised Premises clean at all times. If said Demised Premises are not kept clean in the opinion of LESSOR, LESSEE will be so advised in writing. If corrective action is not taken within thirty (30) days of the receipt of such notice, LESSOR will cause the same to be cleaned and corrected and LESSEE shall assume and pay all necessary cleaning costs and such costs shall constitute additional rent which shall be paid by LESSEE within thirty (30) days of receipt of written notice of costs incurred by LESSOR.

ARTICLE 11. Default

LESSEE shall, in no event, be charged with default in the performance of any of its obligations hereunder unless and until LESSEE shall have failed to perform such obligations within thirty (30) days (or such additional time as is reasonably required to correct such default) after notice to LESSEE by LESSOR properly specifying wherein LESSEE has failed to perform any such obligations.

Failure of LESSEE to comply with any provision or covenant of this Lease shall constitute a default, LESSOR may, at its option, terminate this Lease after sixty (60) days written notice to LESSEE, unless the default be cured within the notice period (or such additional time as is reasonably required to correct such default).

LESSOR shall in no event be charged with default in the performance of any of its obligations hereunder unless and until LESSOR shall have failed to perform such obligations within thirty (30) days (or such additional time as is reasonably required to correct such default) after notice to LESSOR by LESSEE properly specifying wherein LESSOR has failed to perform any such obligations.

Failure of LESSOR to comply with any provision or covenant of this Lease shall constitute a default, LESSEE may, at its option, terminate this Lease after sixty (60) days written notice to LESSOR, unless the default be cured within the notice period (or such additional time as is reasonably required to correct such default).

ARTICLE 12. Notices

Any notice which LESSOR or LESSEE may be required to give to the other party shall be in writing to the other party at the following addresses:

LESSEE:	LESSOR:
Board of County Commissioners	City of Naples
c/o Real Property Mgmt. Dept.	735 8 th Street South
3301 Tamiami Trail East	Naples, Florida 34102
Administration Building	
Naples, Florida 34112	Attention: City Attorney

cc: Office of the County Attorney

ARTICLE 13. Surrender of Premises

LESSEE covenants and agrees to deliver up and surrender to LESSOR possession of the Demised Premises upon expiration of this Lease, or its earlier termination, broom clean and in as good condition and repair as the same shall be at the commencement of the term of this Lease or may have been put by LESSOR or LESSEE during the continuance thereof, ordinary wear and tear and damage by fire or the elements beyond LESSEE'S control excepted.

ARTICLE 14. General Provisions

LESSOR and LESSEE fully understands that the police and law enforcement security protection provided by law enforcement agencies to the Demised Premises is limited to that provided to any other business or agency situated in Collier County, and LESSOR acknowledges that any special security measures deemed necessary for additional protection of the Demised Premises shall be the sole responsibility and cost of LESSEE and shall involve no cost or expense to LESSEE.

LESSEE expressly agrees for itself, its successor and assigns, to refrain from any use of the Demised Premises which would interfere with or adversely affect the operation or maintenance of LESSOR'S standard operations.

ARTICLE 15. Radon Gas

In compliance with Section 404.056, Florida Statutes, all parties are hereby made aware of the following:

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 Department.

ARTICLE 16. Effective Date

This Lease Agreement shall become effective upon execution by both LESSOR and LESSEE.

ARTICLE 17. Governing Law

This Lease Agreement shall be governed and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have hereunder set forth their hands and seals.

AS TO THE LESSEE:

DATED: _____

BOARD OF COUNTY COMMISSIONERS,
COLLIER COUNTY, FLORIDA

ATTEST:
DWIGHT E. BROCK, Clerk

BY: _____
Deputy Clerk

BY: _____
DONNA FIALA, Chairman

AS TO THE LESSOR:

DATED: _____

CITY OF NAPLES

ATTEST:

, Secretary

BY: _____
BILL BARNETT, Mayor

WITNESS (signature)

print name

WITNESS (signature)

print name

Approved as to form and legal sufficiency:

Thomas C. Palmer
Assistant County Attorney