

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made this ___ day of _____, 2013, by and between the SCHOOL BOARD OF ST. LUCIE COUNTY, FLORIDA ("Lessor") and the AGRICULTURAL AND LABOR PROGRAM, INC. ("Lessee").

WITNESSETH

WHEREAS, the Lessee operates an early learning center for pre-kindergarten students at numerous locations in St. Lucie County, Florida; and

WHEREAS, on the Lessor granted conceptual approval to a cooperative lease agreement, whereby Lessor would lease to Lessee certain property located in Fort Pierce, Florida, for use as an early learning center for pre-kindergarten students; and

WHEREAS, the Lessor and Lessee desire to enter into a lease agreement, under the terms and conditions set forth in this Lease;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and considerations herein contained, to be kept and performed by each of the parties hereto, the parties agree as follows:

1. Leased Premises. The Lessor leases to the Lessee those certain buildings and lands located in Fort Pierce, Florida, known as a portion of the Garden City Elementary School site, described more particularly in Exhibit "A", attached hereto and incorporated herein by this reference ("Leased Premises"). Generally this consists of the grounds and buildings 3, 10, 11, 12, 13 and 14. Buildings 5, 6 7 & 8 are in need of renovation and are not included in the lease.

2. Term. This Lease shall be for a period of five (5) years commencing on November 1, 2013, and terminating on October 31, 2018.

3. Rent. The Lessee covenants and agrees to pay, without demand, a total of One Dollar (\$1.00) in advance payable on the date of execution of this Lease.

4. Use. The Leased Premises shall be used by Lessee only for the educational enrichment of preschool children and related services and not for any profitable enterprise.

5. Alterations; Maintenance.

(a) The Lessee shall obtain Lessor's express written consent prior to placing any structure on or making any alteration or improvement to the Leased Premises.

(b) The Lessee shall ensure that all contractors or subcontractors hired by the Lessee to alter or make improvements to the Leased Premises during the term of this Lease shall provide Lessor with Certificates of Insurance showing automobile liability insurance, general

liability insurance, and workers' compensation insurance. The Lessee shall deliver such certificates to the Lessor and such certificates shall name the Lessor as an additional insured (except on the workers' compensation insurance). The contractors and subcontractors shall obtain Waivers of Subrogation endorsements under each insurance policy in favor of the Lessor.

(c) The Lessee shall be responsible for all planning, permitting, site preparation, installation, and other costs associated with any improvement placed upon or made to the Leased Premises during the term of this Lease.

(d) All improvements to the Leased Premises shall be undertaken in strict compliance with all state laws and regulations including, but not limited to, the State Uniform Building Code for Public Educational Facilities Construction as such code may be amended.

(e) The Lessor does not expressly agree to any particular improvement made, or contracted for, by the Lessee during the term of this Lease. The interest of the Lessor shall not be subject to liens for improvements made or contracted for by the Lessor. The Lessee shall notify the contractor making any such improvement that the Lessor's liability for improvement is expressly prohibited by the Lease. The Lessee shall promptly pay all contractors and materialmen, and should any lien be made or filed against the Leased Premises, the Lessee shall bond against or discharge the same within ten (10) days after written request of the Lessor.

(f) The Lessee will keep the Leased Premises and all improvements in good order and repair, and in a clean, safe, and health condition at its own cost and expense. The Lessee agrees to mow the grounds regularly and to maintain a neat and orderly appearance throughout the Leased Premises.

(g) The Lessee hereby understands and consents that other portions of the property is being leased to others. The lessee will cooperate with the other lessees to the extent possible on operational issues to minimize costs and disruption to each other's program.

6. Subleasing and Assignment. The Lessee agrees that neither this Lease nor any portion of the Leased Premises will be sublet or assigned without first securing the written approval of the Lessor which consent may be withheld for any reason or no reason. If any portion of the Leased Premises is sublet, the sublessee shall be responsible for maintaining the same insurance as required of the Lessee in Section 7 of this Lease.

7. Indemnification; Insurance.

(a) The Lessee agrees forever to save and keep harmless and fully indemnify the Lessor, its officers, employees, and agents of and from all losses, liabilities, damages, claims, actions, legal proceedings, settlements, judgments, recoveries, costs, and expenses because of loss of, or damage to, property, or injury to or deaths of persons in any way arising out of or in connection with the occupancy of use of the Leased Premises by the Lessee, its employees, agents, or assigns, or the public, including but not limited to any loss or action resulting from the failure of the Lessee to comply with its obligations under this Lease.

(b) The Lessee shall, at its sole cost and expense, cause to be placed in effect immediately upon commencement of this Lease, and shall maintain in full force and effect during the term hereof, commercial general liability insurance, including contractual liability, to cover the hold harmless agreement set forth herein, with the limits of not less than:

Each Occurrence	\$1,000,000
Personal/Advertising Injury	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
General Aggregate	\$2,000,000
Fire Damage – any one fire	\$1,000,000
Medical Expense - any one person	\$10,000

The Lessee shall deliver to the Lessor a certificate of such insurance, which shall provide that coverage shall not be cancelled without at least thirty (30) days prior written notice to the Lessor, and shall name the Lessor as an additional insured.

(c) The Lessee shall be responsible to for obtaining property insurance for any of its own property (buildings, contents, outdoor property, etc.) located on the Leased Premises.

8. Maintenance Costs.

(a) The Lessee shall be solely responsible for all costs associated with the development, operation, general maintenance, grounds maintenance and daily custodial duties of the Leased Premises.

(b) The Lessee shall pay to Lessor Three Thousand Three Hundred Thirty Three and no/100 Dollars (\$3,333.00) per month for the duration of this Lease beginning on January 1, 2014. This payment is not rent but is intended to pay Lessor for the major costs associated with maintaining the following major components of the Leased Premises which are not Lessee's responsibility including capital improvements. The lessor will maintain the following major components of the building: Roof; HVAC chiller plant and energy controls;

(c) The Lessee will not suffer or permit any construction lien or other lien for work, labor, services, or materials to be attached to the Leased Premises or any part thereof or to any building or improvement constructed thereon.

9. Utilities. The Lessee shall during the term of this Lease be solely responsible for and promptly pay all charges for telephone, electricity, water, and all other utilities used or consumed on the Leased Premises, and for the removal of rubbish therefrom, and shall hold the Lessor harmless from any liability for such charges. In no event shall the Lessor be liable for any interruption or failure in the supply of any such utility to the Leased Premises.

11. Americans with Disabilities Act. The Lessee shall be responsible for compliance upon the Leased Premises with all requirements of the Americans with Disabilities Act, and shall indemnify, defend, and save the Lessor harmless from any claim, damage, or loss resulting from

the Lessee's failure to comply with the Act, which indemnification shall survive the termination of this Lease.

12. Sole Agreement. This Lease constitutes the sole and only agreement of the parties and supersedes any prior understanding or written or oral agreement between the parties respecting the subject matter within it, including but not limited to the Prior Lease.

13. Amendment. No amendment, modification, or alteration of the terms of this Lease shall be binding unless the same shall be in writing and duly executed by the parties.

14. Notices. All notices to be given under this Lease shall be addressed to the proper party at the following addresses:

Lessor:

School Board of St. Lucie County, Florida
4204 Okeechobee Road
Fort Pierce, Florida 34947
Attn: Executive Director of Facilities
With Copy to: Daniel Harrell, Attorney

Lessee:

The Agricultural and Labor Program, Inc.
300 Lynchburg Road, Lake Alfred, FL 33850

Attn: Deloris Johnson, CEO
With Copy to: Elizabeth Young, Deputy Director
Jonathan K. Thiele, Attorney

15. Termination. In the event the Leased Premises shall be deserted, abandoned, or vacated for more than ninety (90) days or if default be made in performance of the covenants and agreements in this Lease, the Lessor may, if it so elects at any time thereafter, terminate this Lease upon giving to the Lessee at least forty-five (45) days written notice. This Lease shall terminate on the date set forth in the notice as if such date were the date originally fixed in this Lease for the termination or expiration.

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this Lease as of the day and year first above-written.

Lessor:

Attest:

SCHOOL BOARD OF ST. LUCIE
COUNTY, FLORIDA

Genelle Yost
Superintendent and Ex Officio
Secretary

By: _____
Debbie Hawley, Chair

Lessee:

THE AGRICULTURAL AND LABOR
PROGRAM, INC.

By: _____
Deloris Johnson, Chief Executive Director

By: _____
Elizabeth Young, Deputy Director

EXHIBIT A

[CONCEPTUAL APPROVAL]

September 10, 2013 Regular Meeting
Agenda Item #29

Title

Conceptual Approval of Cooperative Lease Agreement – Garden City Elementary School Site (Revised)

Description

Proposed Plan: District staff has discussed a lease with ALPI for the office and classroom buildings that were in use at the Garden City Early Learning Academy (GCELA) (buildings 3, 6, 8, 10, 11, 12, 13 and 14). ALPI would like to relocate their administrative office and two Head Start school readiness programs to the GCELA campus which would provide room to serve more students. ALPI would pay for any grounds, custodial/minor maintenance and all electrical costs. District staff would continue to maintain the roof, chiller plant and HVAC controls since the ALPI maintenance staff does not have that expertise. The labor and material costs for these services for 2012-13 school year was about \$25,000. Staff is recommending a lease cost to ALPI of \$40,000 to cover the maintenance and a small contingency or escrow fund for major repairs. This would reduce ALPI's overall lease payments for their Fort Pierce operations. Each year, District staff will review the expenses and either make adjustments to the operation/maintenance obligations or adjust the lease. Use of the cafeteria has not been established. If use is proposed, a mechanism will have to be created to reimburse ALPI for the electrical and other expense related to the cafeteria.

The ALPI program would again enhance child development opportunities in the Fort Pierce area. This would allow the Board to:

- Eliminate any operational expenses for maintaining the GCELA school site.
- Cost avoidance of the capital expenses

Background: As part of the 2013-14 budget cuts, the School Board decided to close the Garden City Early Learning Academy (GCELA) formerly known as Garden City Elementary. The property location contained both the Garden City Early Learning Academy and the Garden City Annex campuses. In 2008, the School Board entered into an agreement with several social service agencies to lease space in the Garden City Annex for the agencies to provide services to children and parents. The Board has continued that relationship and has approved leases for the 2013-14 school year with Children's Home Society, Workforce Development Board, Early Learning Coalition, Healthy Families, and the School District's Title I Department to serve student/community needs.

In conjunction with its facilities use, the Board has had a collaborative agreement with the Agricultural and Labor Program, Inc. (ALPI) for over three decades. In 2011, the School Board entered into a building lease agreement for the closed Port St. Lucie Elementary School site. The lease allowed ALPI to consolidate its Port St. Lucie operations and serve more students in Port St. Lucie with an early learning center for pre-kindergarten students. The ALPI lease prevented the Board from incurring expenses for electricity and ground maintenance, and provided a tenant to prevent vandalism to the building. Also, in the Fort Pierce area, ALPI has three separate facilities resulting in a fragmented program and increased operational costs.

Recommendation

The Superintendent recommends the Board approve the conceptual use for the facility and direct staff to negotiate lease agreements with ALPI.

My Contact

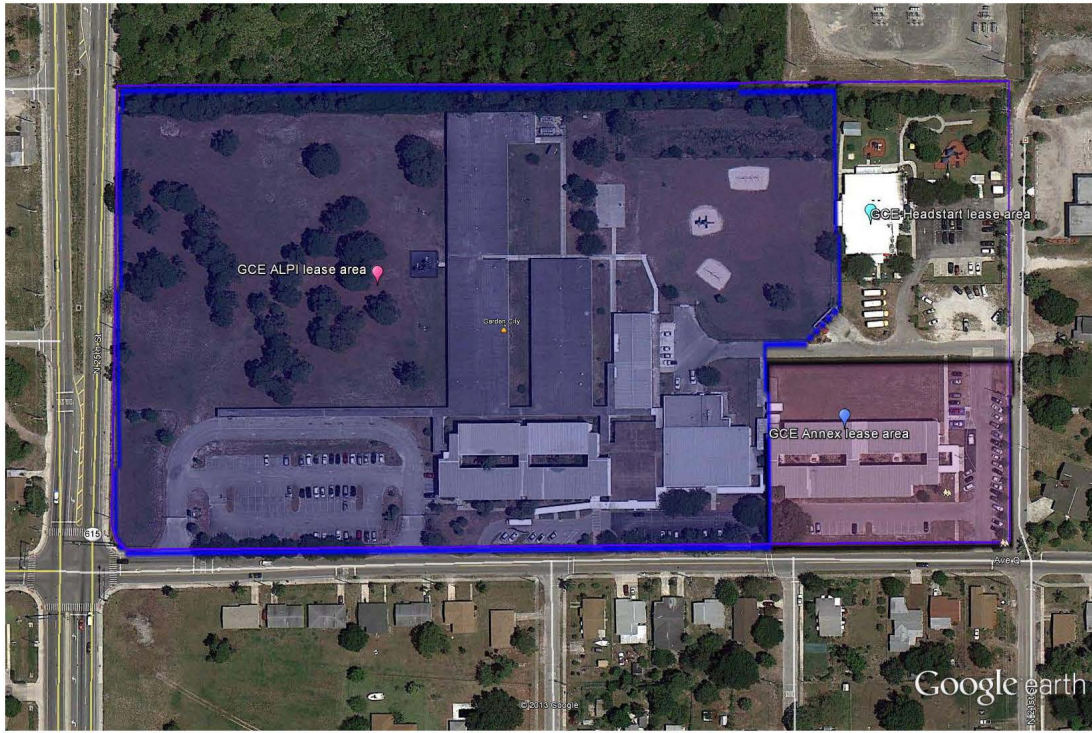
Mary E. Sanders, P.E.
Executive Director of Growth Management, Land Acquisition, Inter-Governmental Relations, Facilities & Maintenance
School Board of St. Lucie County
327 NW Commerce Park Drive
Port St. Lucie, FL 34986

(772) 340-7100

Financial Impact

This will prevent the school District from having to provide utilities to the school, grounds maintenance, building maintenance and security to the school. These costs are estimated at \$ approximately \$50,000 per year.

EXHIBIT B
[LEASED PREMISES]



Google earth

feet
meters

