

Sixth Amendment To Lease

This Sixth Amendment to Lease ("Sixth Amendment") is hereby made and entered into between the Town of Longboat Key, a municipal corporation under the laws of the State of Florida (hereinafter, the "TOWN") and Longboat Library, Inc., a Florida not-for-profit corporation (hereinafter, the "LIBRARY").

WHEREAS, on May 22, 2001, the TOWN and LIBRARY entered into a Lease, a copy of which is on file in the Office of the Town Clerk, for the LIBRARY, as the tenant, to lease from the TOWN, the property commonly known as the Longboat Key Library (the "PROPERTY"); and

WHEREAS, on April 20, 2007, the TOWN and LIBRARY entered into an Amendment to Lease, a copy of which is on file in the Office of the Town Clerk, which extended the term of the Lease until June 15, 2016; and

WHEREAS, on May 19, 2016, the TOWN and LIBRARY entered into a Second Amendment to Lease, on file in the Office of the Town Clerk, which extended the term of the Lease until June 15, 2021; and

WHEREAS, on November 6, 2017, the TOWN and the LIBRARY entered into a Third Amendment to Lease, a copy of which is on file in the Office of the Town Clerk, which requires the LIBRARY to retain certain types of insurance coverage and reimbursing the Library for coverage related to the building; and

WHEREAS, on May 4, 2020, the TOWN and the LIBRARY entered into a Fourth Amendment to Lease, a copy of which is on file in the Office of the Town Clerk, which extended the term of the Lease until June 15, 2024, and provided the TOWN with a one-year written notice termination clause and a ninety-day written notice clause to transition to Sarasota County public library services; and

WHEREAS, on April 26, 2024, the TOWN and the LIBRARY entered into a Fifth Amendment to Lease, a copy of which is on file in the Office of the Town Clerk, which extended the term of the Lease until June 15, 2027, and provided the TOWN with a one-year written notice termination clause and a nine (9) month written notice clause to transition to Sarasota County public library services; and

WHEREAS, the original lease agreement relating to the Longboat Key Library referenced as Exhibit 1 and all subsequent amendments to such document as referenced in Exhibits 2, 3, 4, 5, and 6, shall collectively be referred to as the "Lease"; and

WHEREAS, the TOWN requires additional space for employees that is currently available and accessible by the public; and

WHEREAS, the LIBRARY has available space that would serve the TOWN's needs; and

WHEREAS, the TOWN and the LIBRARY mutually desire to provide the use of space within the Longboat Key Library for TOWN employees and to outline additional logistical and operational conditions associated with the TOWN's usage of the PROPERTY.

NOW, THEREFORE, be it resolved by the Town Commission of the Town of Longboat Key, Florida, that:

SECTION 1. The above Whereas clauses are true and correct and are hereby ratified, confirmed, and fully incorporated by reference.

SECTION 2. The TOWN will utilize up to one-third of the total library space for TOWN purposes. All associated equipment, employees, and operational needs will be provided by the TOWN.

SECTION 3. The TOWN will pay fifty percent (50%) of the monthly utility charges associated with the usage of the PROPERTY, including, but not limited to electricity, water, and trash. Payment will be made on a monthly basis upon the submittal of an invoice or bill by the LIBRARY to the Town's Planning, Zoning, and Building Department and directed to the Town's Planning, Zoning, and Building Department Director Allen Parsons at 501 Bay Isles Road, Longboat Key, FL 34228 or aparsons@longboatkey.org.

SECTION 4. If the TOWN requires the use of fiber optic internet service, or other technology-related infrastructure, at the PROPERTY, it may install and maintain the service at the TOWN's sole discretion and expense. The LIBRARY shall provide any appropriate access for the installation and maintenance of the service. The LIBRARY may choose to utilize the fiber optic internet service on terms as agreed to by both parties in writing.

SECTION 5. The TOWN will perform any lawn maintenance, including landscaping and irrigation at the PROPERTY. All services will be provided at the TOWN's sole discretion and expense. The TOWN will also provide janitorial services, as needed, for the TOWN's portion of usage at the PROPERTY.

SECTION 6. In the instance there is a need for repairs to PROPERTY fixtures, including but not limited to the air-conditioning, the TOWN will pay fifty percent (50%) of the cost for required, approved repairs. Upon the need for a repair, the parties will mutually agree to the scope and cost of the repair prior to the commencement of any work.

SECTION 7. Due to the services provided by the TOWN at the PROPERTY, the building will be open during regular TOWN operating hours. This will require access to areas utilized by the TOWN during hours outside of the LIBRARY's hours of operations.

SECTION 8. Each party acknowledges that the services offered by each are distinct and separate. Each party will be responsible for their own physical areas of the PROPERTY as well as any visitors and public that access the PROPERTY for each party's services. At no point will either party provide the other party's services or provide access to the public for those purposes outside of the regular operating hours for each party.

SECTION 9. All prior insurance obligations by the LIBRARY shall remain in full force and effect. Notwithstanding the foregoing, subsequent to the effective date of this Sixth Amendment to the Lease, the LIBRARY will no longer be required to carry flood insurance.

SECTION 10. The TOWN may terminate the Lease at any time during the Lease term for any reason by giving the LIBRARY at least ninety (90) days prior written notice.

SECTION 11. This Sixth Amendment shall be effective immediately upon the execution by the parties.

SECTION 12. All other terms and conditions of the Lease not expressly inconsistent with the Fifth Amendment shall remain in full force and effect.

Approved at a meeting of the Town Commission of Longboat Key, Florida the 3rd 15th
day of ~~January~~ February 2025.

WITNESS:

Robert W. Gervens

WITNESS:

Sandra H. Hene

ATTEST:

Trish Shinkle

Trish Shinkle, Town Clerk

Date: 2/3/2025

Reviewed as to form and legal correctness:

By:

Maggie D. Mooney
Maggie D. Mooney, Esq. Town Attorney

LONGBOAT LIBRARY, INC.

By:

Mary Baker
Mary Baker, President

TOWN OF LONGBOAT KEY

Howard N. Tipton, Town Manager

Date:

2/3/2025

