

AGREEMENT FOR PRECINCT

THIS AGREEMENT is made on the 9th day of October, 2023, by and between the Haile Village Center Owners Association, Inc., in Alachua County, Florida, hereon referred to as "HVCOA," located at 5230 SW 91st Drive Gainesville, County of Alachua, Florida, 32608, Florida, and EMERY GAINEY, as SHERIFF OF ALACHUA COUNTY, P.O. Box 5489, Gainesville, Florida, hereinafter referred to as "Sheriff,"

WITNESSETH:

WHEREAS, the HVCOA is willing to provide space to the Sheriff to be utilized by Sheriff's personnel in the execution of duties by staff as needed to include, but not limited to, community-oriented policing and the implementation of safety programs, report writing, meetings, interviews, and restroom breaks;

NOW, THEREFORE, in consideration of the benefits to flow to each and the covenants and agreements herein contained, the parties agree as follows:

1. **PREMISES.** The Haile Village Center will allow the use of the predetermined office space and restrooms within 5040 SW 91st Terrace Unit K101, County of Alachua, Florida, 32608, to be utilized by Sheriff's personnel, including meeting citizens desiring contact with law enforcement personnel. The Haile Village Center will provide at least one workstation comprising a desk, and a suitable office chair. The Haile Village Center will provide the Alachua County Sheriff's Office with the necessary and appropriate access for entry into the office. The Haile Village Center shall maintain the premises in a safe and neat and orderly condition. The Haile Village Center will pay the utility expenses for the premises (electricity, water, sewer, trash removal) and the following maintenance expenses: lightbulbs, and janitorial services/

janitorial supplies. The Haile Village Center agrees to be responsible, at its expense, for the fire protection equipment and the maintenance of the structure, roof, ceiling tiles, doors, windows, and the AC unit at the premises. The AC and heat shall be in good working with the ability to provide a reasonable level of comfort to any occupants.

2. **USE OF PREMISES.** Sheriff agrees to use the premises to conduct Sheriff's Office business, including community-oriented policing programs and other circumstances where the Sheriff may invite guests on the premises. The premises are being made available to Sheriff for a public purpose as a charitable contribution by HVCOA. The Haile Village Center acknowledges this benefit.
3. **ALTERATIONS, ADDITIONS.** The Haile Village Center will supply the key and or access code to the location and provide any updated key and or access code within 24 hours of said change. Sheriff may, with the approval of the HVCOA, place reasonable signage on or immediately adjacent to the premises to designate the location as a precinct. Upon the termination of this Agreement, the Sheriff may reclaim Sheriff's material. Any permanent changes, alterations or additions shall be made only with the approval of the HVCOA.
4. **INSURANCE.** The Haile Village Center agrees to maintain premises liability insurance on the donated premises, and to indemnify, save and hold harmless the Sheriff from any claim, demand or cause of action arising out of any defect or imperfection suffered or permitted in or about the premises. The Sheriff agrees to maintain professional liability insurance and to be responsible for the acts of his employees, and to hold harmless, defend and indemnify the Haile Village Center with respect to any suit or claim for damages resulting from or relating to any and all

negligent acts, negligent omissions, or negligent conduct of the Sheriff's employees while occupying or utilizing the premises. Nothing herein constitutes waiver of legal defenses or rights, including 768.28.

5. **RIGHT OF INSPECTION.** The Haile Village Center shall, upon reasonable notice to the Sheriff, have access to the premises for the purpose of inspecting same, and agrees not to cause undue disruption to the Sheriff while making such inspections.
6. **TERM.** The term of this Agreement shall continue until terminated. Either party may terminate this agreement with or without cause by providing thirty (30) days written notice to the other party. Upon termination, the Sheriff shall vacate the premises in as good condition as at the time of entry thereon, except for reasonable wear, and free and clear of all equipment, rubbish and debris.
7. **NOTICES.** All notices of any kind that the Haile Village Center may be required or may desire to serve on the Sheriff under the terms of this Agreement may be served on the Sheriff by mailing same by certified mail to P.O. Box 5489, Gainesville, Florida, 32627 or by signature delivery by a common carrier to the Sheriff Office. Service shall be deemed complete upon receipt by the Sheriff. All notices from the Sheriff to the Haile Village Center shall be served to the Registered Agent of HVCOA. Service shall be deemed complete upon receipt by the Registered Agent.
8. **AUTHORITY TO ENTER INTO AGREEMENT.** The parties represent that the individuals who have affixed their signatures below have full authority to enter into this Agreement.

[Signatures follow]

**HAILE VILLAGE CENTER OWNERS ASSOCIATION, INC., ALACHUA COUNTY,
FLORIDA**

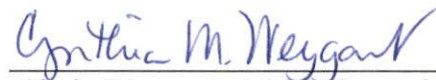


Jeffrey Lee Price as President, HVCOA; 10/09/2023



10/13/23
EMERY GAANEY, SHERIFF OF ALACHUA COUNTY, FLORIDA

Approved as to Form:



Cindy Weygant, ACSO General Counsel