

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20031186

1. REQUESTED MOTION:

ACTION REQUESTED: Approve lease with PrivateSky Aviation Services for 4,000 sq.ft. of hangar space and 750 sq.ft. of office space at their facility located at Southwest Florida Regional Airport to be utilized by Lee County Emergency Medical Services. Lease will be for 5 years. Lease cost will be \$15.94 per sq. ft. or \$75,744 annually for the first two years with an increase of 7% each for years 3, 4 and 5. There will be no CAM cost but there will be a fee of 8% of the monthly rent cost for the Southwest Florida International Airport (RSW) runway fee. Lease can be terminated by giving 6 months advance written notice to the Lessor. Also approve a one time cost of \$37,000 for renovations in the office area of the facility so that it will accommodate EMS personnel.

WHY ACTION IS NECESSARY: Board must approve all lease agreements

WHAT ACTION ACCOMPLISHES: Provides Lee County EMS with hangar space for both helicopters in a centrally located area of the County. Also provides office/living area for personnel who work out of that station.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #: 5

C7A

3. MEETING DATE:

11-04-2003

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE *AC4-1*
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT *Public Safety*
- C. DIVISION *EMS*
- BY: *John Wilson, Director*

7. BACKGROUND:

Lee County Emergency Medical Services will be receiving a new helicopter sometime after the first of the year. EMS needs a place to house both helicopters and personnel who would respond with the aircraft until permanent space can be located. EMS requested assistance from Facilities Management to find housing for both. This was located at SWFRA in PrivateSky's facility and a lease negotiated. The current office space will have to be renovated to be able to accommodate the EMS personnel. Lessor has agreed to do those renovations at a cost of \$37,000 that will required to be reimbursed to them as soon as the renovations are completed.

FUNDING WILL BE AVAILABLE IN THE FOLLOWING ACCOUNT STRING:

KF5260100100.504410,71

Independent Divisions/Public Safety/Emergency Response/General Fund/Land & Building Rental

ATTACHMENT: 2 original lease agreements

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services <i>10/23/03</i>			G County Manager	
					OA	OM	Risk	GC	
<i>10-7-03 Mark... [Signature]</i>	<i>Cindy Logan By: JA N/A</i>			<i>Andrea [Signature]</i>	<i>10/8/03</i>	<i>10/22/03</i>	<i>10/22/03</i>	<i>10/9/03</i>	<i>HB 10/23/03</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
 Date: *10/8/03*
 Time: *11:45 AM*
 Forwarded To:
Budget
10/8/03 3:25pm

RECEIVED BY
 COUNTY ADMIN: *PM*
10/8
3:40 PM SCL
 COUNTY ADMIN
 FORWARDED TO:
Budget
10/21/03 3:40pm

RCVD 10/21 4:25 PM
PR 10/23 1:00

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
P.O. BOX 398
FT. MYERS, FL 33902-0398

THIS LEASE AGREEMENT, entered into this _____, day of _____, 20____, between PrivateSky Aviation Services, hereinafter called the Lessor, and Lee County, acting by and through the Board of County Commissioners for Lee County, a political subdivision of the State of Florida, hereinafter called the Lessee.

WITNESSETH:

That the Lessor, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the Lessee, has demised and leased to the Lessee, for the term and under the conditions hereinafter set out, those certain premises in LEE COUNTY, FLORIDA, described as follows:

**Private Aviation Services, Inc. Hangar/Office Annex
One PrivateSky Way
Ft. Myers, Florida 33913**

which shall constitute an aggregate area of 750 square feet of net rentable office space and 4,000 square feet of hangar space measured in accordance with the American National Standard Z65.1 - 1991 as published by the Building Owners and Managers Association International, at a rate of \$15.94 per square foot per year, plus any Florida sales tax, if applicable, or proof of sales tax exemption if not applicable. Lee County has supplied Lessor with proof of its sales tax exemption.

I. TERM

TO HAVE AND TO HOLD the above described premises for a term commencing on the 1st day of November, 2003 to and including the 31st day of October, 2008.

II. RENT

The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor the above described premises for the term set out in this lease and the Lessee agrees to pay the Lessor the sum of six thousand, three hundred and twelve dollars and no cents (\$6,312.00) per month for the first two years of the rental period described in Article I of this lease. Beginning the third year of the lease term, the base rent cost will increase by 7% (see Miscellaneous Provisions). In addition to the base rent cost, a fee for the Southwest Florida International Airport (RSW) concession (runway) will be charged at a rate of 8% of the current monthly rent cost and due with each monthly rent payment. The rent and concession fee shall be paid to the Lessor on the first day of each month of occupancy by the Lessee, for the term of the Lease. The rent for any fractional part of the first month shall be prorated. The rentals shall be paid to the Lessor at: OnePrivate Sky Way, Ft. Myers, Florida 33913.

III. HEATING, AIR CONDITIONING AND JANITORIAL SERVICES

1. The Lessor agrees to furnish to the Lessee heating and air conditioning equipment in the office area only, and maintain same in satisfactory operating condition at all times for the leased premises during the term of the lease at the sole expense of the Lessor.

2. The Lessee agrees to furnish janitorial services and all necessary janitorial supplies for the leased premises during the term of the lease.

IV. LIGHT FIXTURES

The Lessee shall be responsible for replacement of all bulbs, lamps, tubes and starters used in such fixtures for the purpose of furnishing sufficient light to the Lessee.

V. MAINTENANCE AND REPAIRS

The Lessor shall provide for interior maintenance and repairs, and replacement of interior equipment as may be necessary due to normal usage. The Lessee shall, during the term of this Lease, keep the interior of the demised premises in as good a state of repair it is at the time of the commencement of this lease; reasonable wear and tear and unavoidable casualties excepted.

The Lessor shall maintain and keep in repair the exterior of the demised premises during the term of this Lease and shall be responsible for the replacement of all windows broken or damaged in the demised premises, except such breakage or damage caused to the exterior of the demised premises by the Lessee, its officers, or agents.

The Lessee can utilize the current air compressor system. The Lessee exercises its right not to use such air compressor system. Lessee will not be responsible for the operation and/or replacement of the air compressor system should system become inoperable or need replacement. All costs associated with this system are to be borne by the Lessor.

VI. UTILITIES

Unless otherwise indicated, the Lessor will bear the full cost of water service used by the Lessee. Lessee will be responsible for one-fourth of the building utilities that will be due upon receipt of invoice, and shall also bear their proportionate share of the cost of garbage pick-up. Lessee will be responsible to establish telephone service, any communication satellite, and any other services to the space occupied at its own expense, provided approval is granted by Lessor.

VII. HANDICAPPED STANDARDS AND ALTERATIONS

1. The Lessor believes that the demised premises, as currently exists, now conform, or that prior to Lessee's occupancy, the said premises shall, at Lessor's expense, be brought into conformance with the requirements of

Sections 255.21 and 255.211, Florida Statutes and ADA requirements, as they may be revised from time to time.

2. The Lessee shall have the right to make reasonable alterations in and to the demised premises, at Lessee expense, from approved plans and specifications, during the term of this lease upon first having obtained the written consent from the Lessor. The Lessor shall not unreasonably withhold consent to any such alterations.

VIII. INJURY OR DAMAGE TO PROPERTY ON PREMISES

Lessee's property of any kind that may be placed on the premises during the continuancy of this Lease shall be at the sole risk of the Lessee. Except for the negligence of the Lessor, the Lessor shall not be liable to the Lessee or any other person for any injury, loss or damage to property or to any person on the premises.

IX. FIRE AND OTHER HAZARDS

1. In the event that the demised premises, or the major part thereof, are destroyed by fire, lightning, storm or other casualty, the Lessor at its option may forthwith repair the damage to demised premises at its own cost and expense. As the result, the rent shall cease until the completion of such repairs and the Lessor will immediately refund the pro rata part of any rent paid in advance by the Lessee, except for the obligation identified in Section XXV of this lease for facility modification, prior to such destruction; should the premises be only partly destroyed so that the major part thereof is usable by the Lessee, then the rent shall abate to the extent that the injured or damaged part bears to the whole of such premises and such injury or damage shall be restored by the Lessor as rapidly as is practicable and upon the completion of such repairs, the full rent shall commence and the Lease shall then continue the balance of the term.

2. The Lessor believes the fire protection during the term of this lease is in accordance with the fire safety standards of the State Fire Marshall. The Lessor shall be responsible for maintenance and repair of all existing fire protection equipment necessary to conform to the requirements of the State Fire Marshall. The Lessor agrees that the demised premises shall be available for inspection by the State Fire Marshall, prior to occupancy by the Lessee, and at any reasonable times thereafter. If the Lessee's operation should require additional fire protection, the Lessee shall pay the cost involved.

3. The Lessor believes, to the best of its knowledge, no asbestos was used in the construction of the demised premises or that if asbestos was used, actions have been completed to correct the hazards caused by the use of asbestos.

X. SUITABILITY FOR USE

The Lessor believes that the premises are fit for the conduct of the governmental business of the Lessee. The Lessor believes that the stated premises are in compliance with all statutes and laws, either federal,

state, or local, applicable to the intended use of the premises. The legal interpretation of any such existing statute or law, or the enactment of any new statutes or laws that result in a material interference with the peaceful entry or occupation of the demised premises, or any portion thereof by the Lessee, at the option of the Lessee, shall automatically void this lease prior to entry and occupation, or entitle the Lessee, after entry and occupation, to wholly terminate this lease by giving seven (7) calendar days notice to the Lessor of its intention to do so.

XI. EXPIRATION OF TERM

At the expiration of the Term, the Lessee will peaceably yield up the demised premises in good and tenantable repair. It is understood and agreed between the parties that the Lessee shall have the right to remove from the premises, all personal property of the Lessee and all fixtures, machinery, equipment, appurtenances and appliances placed or installed on the premises by it, provided the Lessee restores the premises to as good a state of repair as they were prior to the removal.

XII. SUBLETTING AND ASSIGNMENT

The Lessee does not have the right to sublet all or any part of the demised premises, or to assign all or any part of the demised premises.

XIII. WAIVER OF DEFAULTS

The waiver by the Lessor of any breach of this lease by the Lessee shall not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this lease.

XIV. RIGHT OF LESSOR TO INSPECT

The Lessor, at reasonable times, may enter into and upon the demised premises for the purpose of viewing the same and for the purpose of making repairs as required under the terms of this lease.

XV. BREACH OF COVENANT

These presents are made upon the condition that, except as provided in this lease, if the Lessee shall neglect or fail to perform or observe any covenant herein contained, which on the Lessee's part is to be performed, and such default shall continue for a period of thirty (30) days after written notice thereof from the Lessor to the Lessee, then the Lessor lawfully may, immediately, or at any time thereafter, without further notice or demand, enter into and upon the demised premises, or any part thereof, and repossess the same as of their former estate and expel the Lessee and remove its effects forcefully, if necessary, without being taken or deemed to be guilty of any manner of trespass and thereupon this demise shall terminate but without prejudice to any remedy which might otherwise be used by the Lessor for arrears of rent or for any breach of the Lessee's covenants herein contained.

XVI. ACKNOWLEDGMENT OF ASSIGNMENT

Intentionally omitted.

XVII. TAXES, INSURANCE, AND COMMISSIONS

1. Lessor will pay all real estate taxes and fire insurance premiums on the demised premises. Lessee shall not be liable to carry fire insurance on the premises or property of the Lessor or any other personal property of Lessor which may now or thereafter be placed on the demised premises. The Lessor shall not be liable for damages or theft to the personal property or fixtures belonging to the Lessee which are located on the rental property.

2. The Lessee shall be liable for any damage, plus all clean up cost, to Lessor's property including fuel spills or leaks on or damage to Lessor's property and/or other stored aircraft arising from Lessee's negligence including, but not limited to, carrying on unauthorized activities in the hangar or the storage of flammables, hazardous or polluting materials in the hangar, including leaks from the aircraft in the hangar.

3. Lessor hereby expressly disclaims any and all liability for damage to the aircraft stored in the hangar, except for such specific damage as may be caused by movement of the aircraft by Lessor's employees, except that if Lessee participates in any way in the movement or give instructions to Lessor's employees, Lessor shall not be liable in any way for damage to the aircraft.

4. Lessor agrees, covenants and warrants to Lessee that no portion of the rent payable hereunder shall be payable to any commission or fee which is paid or is payable to any commission or fee which is paid or is payable as a result of Lessor's having utilized or contracted for the services of a real estate broker, salesman, agent or firm in any aspect of Lessor's dealings or any dealings involving the leasing of the demised premises to Lessee.

*Caused by
Lessee's operation
County does not
carry Pollution
Liab*

5. The Lessee will furnish an appropriate certificate of insurance naming PrivateSky Aviation Services as Certificate Holder and Additional Insured. Insurance shall be proof of Aircraft legal liability in the amount of at least One Million Dollars, combined single limit, Hull physical damage up to 100% of the value for the aircraft named in this lease, and workman's compensation coverage.

The Lessor shall provide Lessee with certificate of insurance showing proof of Commercial General Liability insurance in the amount of \$500,000 Per Person, \$1,000,000 Per Occurrence Bodily Injury and \$100,000 Per Occurrence Property Damage, or \$1,000,000 Per Occurrence Combined Single Limit of Bodily Injury and Property Damage. Coverage shall include Contractual Liability as pertaining to this contract with insurers approved by the County Risk Manager.

XVIII. AVAILABILITY OF FUNDS

The obligations of the Lessee under this lease agreement are subject to the availability of funds lawfully appropriated annually for its purposes by the

Board of County Commissioners and/or the availability of funds through contract or grant programs.

XIX. USE OF PREMISES

The Lessee will not make or suffer any unlawful, improper or offensive use of the premises or make any use or occupancy thereof contrary to the laws of the State of Florida, or to Ordinances of the City, as applicable and/or County in which the demised premises are located, now or hereinafter made, as may be applicable to the Lessee.

XX. RENEWAL

The Lessee will not be granted the option to renew this Lease.

XXI. RIGHT TO TERMINATE

The Lessee shall have the right to terminate this lease upon giving six (6) months advance written notice to the Lessor by Certified Mail, Return Receipt Requested. The Lessee will be responsible to pay the current lease cost through the six (6) months termination period.

XXII. NOTICES AND INVOICES

All notices required to be served upon the Lessor shall be served by Registered or Certified Mail, Return Receipt Requested, at One PrivateSky Way, Ft. Myers, Florida 33913 and all notices required to be served upon the Lessee shall be served by Registered or Certified Mail, Return Receipt Requested, at the address of the Lessee at P.O. Box 398, Ft. Myers, Florida 33902-0398. Invoices should be submitted monthly to Lee County Finance Department, P.O. Box 2238 Fort Myers, Florida 33902.

XXIII. CONTACTS

For purposes of this agreement, the County representative shall be Facilities Management and the Lessor's representative shall be Royce Stevens.

XXIV. DEFINITION OF TERMS

(a) The terms "Lease", "Lease Agreement", or "Agreement" shall be inclusive of each other and shall also include any renewals, extensions or modifications of this Lease.

(b) The terms "Lessor" and "Lessee" shall include the heirs, successors and assigns for the parties hereto.

(c) The singular shall include the plural and the plural shall include the singular whenever the context so requires or permits.

XXV. MISCELLANEOUS PROVISIONS

The Lessor is responsible for the constructions and design (as approved by EMS) of modifications and renovations to the leased property as described in the attached Exhibit "A" dated 7/9/03. The anticipated costs sof the modifications are thirty-seven thousand dollars (\$37,000). The Lessee shall reimburse the Lessor for the modification, in full, upon completion and prior to occupying said space. The project shall commence no later than November 1,2003. The first rental payment will be due at the onset of construction and renovation.

Lease costs after the first 2 years will be as follows: Beginning Year three - \$81,046.08 annual , \$6,753.84 monthly; Year four- \$86,719.32 annual, \$7,226.61 monthly; Year five - \$92,789.67 annual, \$7,732.47 monthly.

XXVI. WRITTEN AGREEMENT

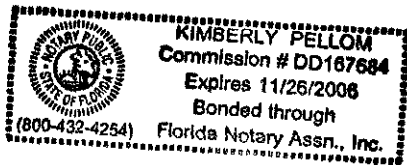
This lease contains the entire agreement between the parties hereto and it may be modified only by a writing, with the approval of the Board of County Commissioners and the agreement to such modification by the Lessor.

IN WITNESS WHEREOF, the LESSOR and LESSEE have caused this Lease Agreement to be executed by their respective and duly authorized officers on the day and year first written above.

Royce L. Stevens, Jr.
LESSOR

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this 6th day of October 2003 by Royce L. Stevens, Jr., who is personally known to me or who has produced _____ as identification and did/did not take an oath.



Kimberly Pellom
Notary
Kimberly Pellom
Printed Name of Notary
11/26/2006
Commission Expires

ATTEST:

CHARLIE GREEN, CLERK

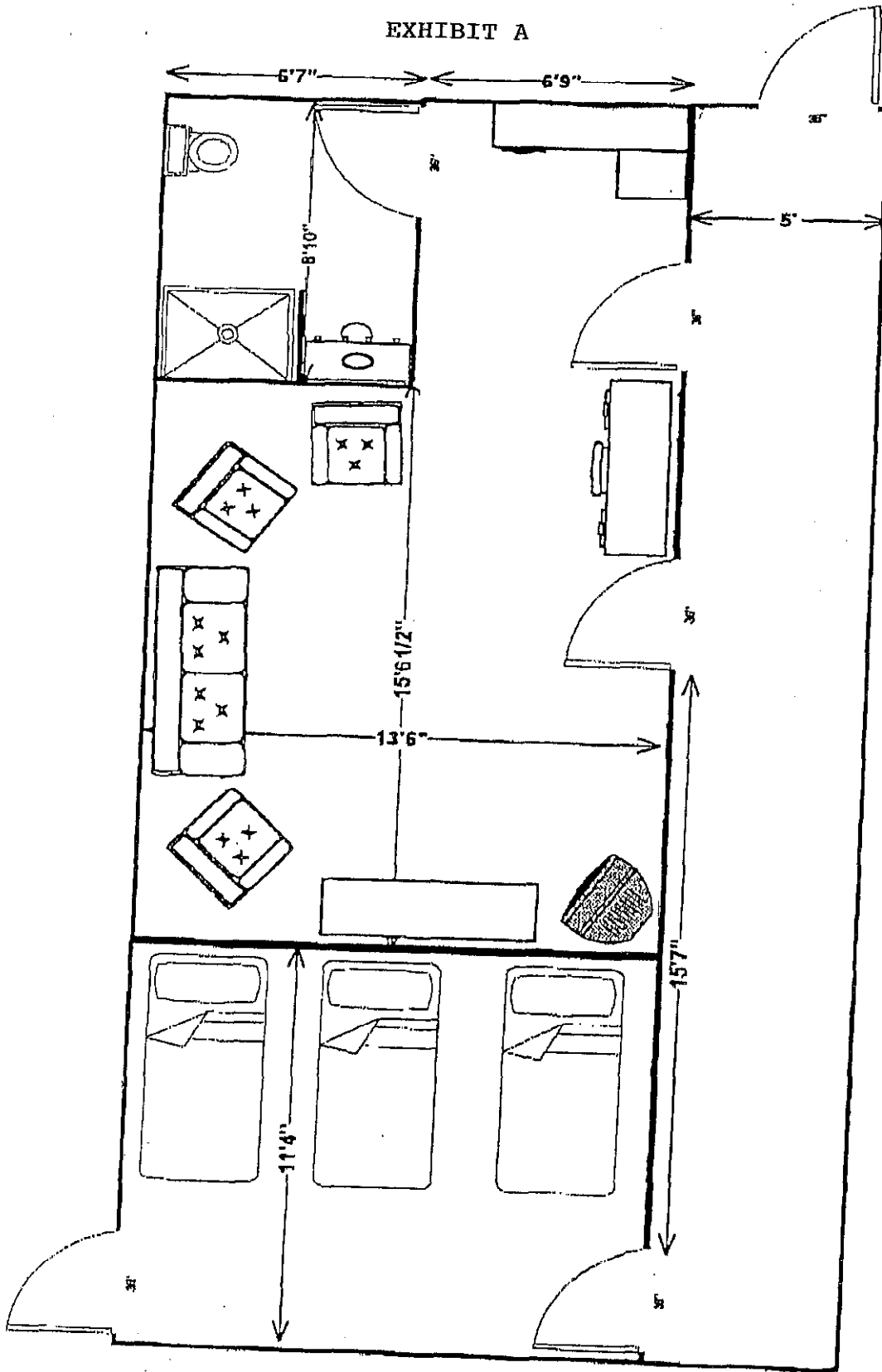
CHAIRMAN, LEE COUNTY BOARD OF
COUNTY COMMISSIONERS

BY: DEPUTY CLERK

APPROVED AS TO LEGAL FORM BY
COUNTY ATTORNEY'S OFFICE

(PrivateSky lease)

EXHIBIT A



WALLS: STRUCTURE ONLY. NO FURNISHINGS

RS

AIG AVIATION

CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY TO: LEE COUNTY PORT AUTHORITY
BOARD OF COMMISSIONERS
16000 CHAMBERLIN PARKWAY, SUITE 8671, FT. MYERS, FL 33913-8899

THAT THE FOLLOWING POLICY/IES OF INSURANCE HAVE BEEN ISSUED TO:
PRIVATE SKY AVIATION SERVICES, INC.
SW FLORIDA INTERNATIONAL AIRPORT (RSW)
ONE PRIVATE SKY WAY, FORT MYERS, FL 33913

AIRPORT LIABILITY POLICY NO. AP 3398420-01
 POLICY PERIOD: From APRIL 1, 2003 to APRIL 1, 2004
 INSURANCE COMPANY NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

Commercial General Liability Coverage

Limits of Insurance

General Aggregate Limit (other than Products/Completed Operations)	\$	<u>NOT APPLICABLE</u>
Products/Completed Operations Aggregate Limit	\$	<u>10,000,000.</u>
Personal and Advertising Injury Aggregate Limit	\$	<u>10,000,000.</u>
Each Occurrence Limit	\$	<u>10,000,000.</u>
Fire Damage Limit (any one fire)	\$	<u>100,000.</u>
Medical Expense Limit (any one person)	\$	<u>5,000.</u>
Hangarkeeper's Liability Coverage		
Each Aircraft Limit	\$	<u>10,000,000.</u>
Each Loss Limit	\$	<u>10,000,000.</u>
Deductible (each aircraft)	\$	<u>25,000.</u>

OTHER COVERAGES/CONDITIONS/REMARKS

THE CERTIFICATE HOLDER IS INCLUDED AS AN ADDITIONAL INSURED BUT ONLY AS RESPECTS OPERATIONS OF THE NAMED INSURED.

The Aviation Managers have made provision to give the certificate holder prompt notice of cancellation of any policy above. But, the Aviation Managers assume no responsibility for failure to provide such notice. This certificate does not change in any way the actual coverages provided by the policy/ies specified above.

Certificate No. 413888-9

Date of Issue MARCH 31, 2003 CMV

By


 (Authorized Representative)