

Lee County Board Of County Commissioners
Agenda Item Summary

Blue Sheet No. 20061596

- 1. ACTION REQUESTED/PURPOSE:** Approve lease with the Lee County Sheriff's Office for the facility located at 2955 Van Buren Street in Fort Myers, Florida to be utilized by the Lee County Sheriff's Office Fleet Management.
- 2. WHAT ACTION ACCOMPLISHES:** Provides Lee County Sheriff's Office a facility to house the necessary equipment to operate a repair shop for the Sheriff's Office Fleet.
- 3. MANAGEMENT RECOMMENDATION:** Approve.

4. Departmental Category: <u> C6A </u>		5. Meeting Date: <u> JAN 09 2007 </u>
6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify)	
	<input type="checkbox"/> Statute	
	<input type="checkbox"/> Ordinance	
	<input type="checkbox"/> Admin. Code	
	<input checked="" type="checkbox"/> Other	
		8. Request Initiated: Commissioner _____ Department <u> Fleet Management </u> Division <u> County Administration </u> By: <u> Marilyn Rawlings, Director </u>

9. Background:

The Sheriff has been a tenant at the Van Buren facility since its existence. However, a formal lease outlining the rights and obligations of each party was never established between the two parties. This agreement reduces to writing each party's rights and obligations under the lease.

Rental cost for the facility will be a percentage of the total of the annualized operating expenditures and debt service. This lease is annual with continual one (1) year options to renew upon the same terms and conditions. This lease can be terminated by either party by giving the other one (1) year advance written notice by Certified Mail, Return Receipt Requested.

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
Marilyn Rawlings 12/16/06				[Signature] 12/19/06	Analyst OKH 12/18/06	Risk JA 12/18/06	Grants PA 12/19/06	Mgr. JA 12/18/06	HS 12/12/06

11. Commission Action:

- ☐ Approved
☐ Deferred
☐ Denied
☐ Other

RECEIVED BY COUNTY ADMIN:	
12/8/06	3:20
"	3:30 JB
COUNTY ADMIN FORWARDED TO:	
12/12	12:30

Rec. by CoAtty
Date: 12/7/06
Time: 3:25pm
Forwarded to:
12/8/06
1:30pm

**LEASE AGREEMENT BETWEEN
SHERIFF'S OFFICE AND LEE COUNTY**

THIS LEASE AGREEMENT is entered into this ____ day of _____, 2006, between **LEE COUNTY**, a political subdivision and Charter County of the State of Florida, hereinafter referred to as "County", and **LEE COUNTY SHERIFF'S OFFICE**, hereinafter referred to as "Sheriff", collectively the "Parties".

WITNESSETH:

The County, in consideration of the mutual covenants contained herein, hereby leases to Sheriff, for the terms and under the conditions hereinafter set out, those certain premises in Lee County, Florida, more specifically described below.

SECTION ONE: RENT/RENTAL PAYMENT

The rent for the leased premises shall be paid from the Sheriff's support budget on an annual basis as a percentage of the generalized debt service for the term of this Lease. The rent will be payable annually on or before October 15th of each lease year.

SECTION TWO: PERSONNEL AND EQUIPMENT

The Sheriff will house the staff and necessary equipment to operate a repair shop for the Sheriff's Office Fleet. The Sheriff shall abide by all signage and markings as posted in and around the facility.

SECTION THREE: MAINTENANCE AND REPAIRS

The County will provide for any required maintenance and repairs of the station facilities, including repairs or replacement of any equipment as may be necessary due to

normal usage excluding maintenance of any equipment owned by Sheriff. The Sheriff will provide for any required maintenance and repairs of equipment owned by Sheriff that is brought to the leased premises by Sheriff for its use. The Sheriff will keep the premises in as good a state of repair as it is at the time of the commencement of this Lease, reasonable wear and tear and unavoidable casualties excepted.

SECTION FOUR: UTILITIES

The Sheriff will share the cost of any water and sewer service, trash pick-up, use of electricity, building security, and any other services provided to the leased premises on a pro-rated basis based upon square footage with Lee County's Fleet Management.

SECTION FIVE: DESCRIPTION AND USE OF PREMISES

A. The leased premises shall consist of the middle bay of the county-owned facility and all appurtenant premises necessary for use as described below. Attached as Exhibit "A" is a map of the facility and its parking layout.

B. The premises will be used and occupied by the Sheriff for the sole purposes of housing a mechanical repair shop for the Sheriff's Fleet. The premises may not be used for the purposes of carrying out any private business, profession, or trade of any kind, or for purposes other than for public use by the Sheriff solely for vehicular repair service purposes, or by the Sheriff for other public purposes consistent with the nature of the premises.

C. The Sheriff will not make unlawful, improper or offensive use of the premises or any use or occupancy thereof contrary to the laws of the State of Florida, to the ordinances of Lee County, or to Lee County's policies relating to discrimination,

harassment and sexual harassment. Sheriff shall follow all environmental practices and employee safety and industrial shop standards, including, but not limited to OSHA recommended guidelines and Fire Code Regulations. Additionally, Sheriff shall follow all appropriate policies and procedures of the County and the Sheriff.

D. The Sheriff will not make any changes to the existing property without first submitting a written request for said changes to both the Lee County Fleet Management Director and the Lee County Facilities Management Director. Upon approval by both parties, the Sheriff may proceed with the changes using vendors approved by the County. Payments for any changes shall be the responsibility of the Sheriff. Any unapproved changes may be removed by the County at the cost to Sheriff.

SECTION SIX: INJURY OR DAMAGE TO PROPERTY ON PREMISES

A. All property that may be placed on the premises by the Sheriff during the continuancy of this Lease will be at the sole risk of the Sheriff.

B. The County will pay any insurance premiums required on the premises as set forth. The Sheriff is not obligated to carry fire insurance for the premises, nor the property of the County. The County is not liable for injury, loss, damage or theft to persons, property or fixtures belonging to the Sheriff located on the leased property unless caused by willful, intentional or negligent acts of the County, its employees, contractors or invitees.

SECTION SEVEN: FIRE AND OTHER HAZARDS

If the premises, or the major part thereof, are destroyed by fire, lightning, storm or other casualty, the Sheriff may repair the damage at its own cost and expense, but nothing contained herein obligates the Sheriff to do so.

SECTION EIGHT: SUITABILITY FOR USE

The Sheriff stipulates that it has examined the premises, including the grounds and any buildings and improvements, and that they are, at the time of this Lease, in good order, good repair, safe, clean, and in usable condition for the Sheriff's intended use.

SECTION NINE: TERM

The term of this Lease shall extend continuously and uninterrupted from the date of execution by the Sheriff and shall be automatically renewed unless terminated in writing by either Party.

SECTION TEN: TERMINATION OF THE LEASE

At the termination of this Lease, the Sheriff will peaceably yield the premises in good and tenantable repair. It is understood and agreed upon by the Parties that the Sheriff has the right to remove its personal property from the premises upon its departure.

SECTION ELEVEN: RIGHT TO TERMINATE

The Sheriff or the County has the right to terminate this Lease upon giving one (1) year advance written notice to the Sheriff or the County by Certified Mail, Return Receipt Requested. Notice will be effective when received by the Parties. Upon termination of this Lease, the Sheriff shall immediately vacate the premises.

SECTION TWELVE: HOLDOVER

If the Sheriff remains in possession of the premises with the consent of the County after the termination of this Lease, a new tenancy from month to month will be created between the County and the Sheriff. The new tenancy will be subject to all terms and conditions of this Lease Agreement, but will be terminable on thirty (30) days written notice

served by either the County or the Sheriff on the other Party.

SECTION THIRTEEN: SUBLETTING AND ASSIGNMENT

The Sheriff may not assign this Lease, or sublet or grant any concession or license to use the premises or any part of the premises during the term of this Lease.

SECTION FOURTEEN: WAIVER OF DEFAULTS

The waiver by the County of any breach of this Lease by the Sheriff will not be construed as a waiver of any subsequent breach(es) of any duty or covenant imposed by this Lease.

SECTION FIFTEEN: RIGHT OF COUNTY TO INSPECT

The County, at any reasonable times, may enter into and upon the leased premises for the purpose of viewing the premises and for the purpose of making any repairs required under the terms of this Lease and to ensure compliance with the terms of this Lease, with or without any prior notice to the Sheriff.

SECTION SIXTEEN: LIABILITY

The Sheriff agrees to indemnify, defend and hold the County harmless from any and all claims, suits, judgments, damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorneys' fees arising out of any errors, omissions, and/or negligence of the Sheriff, its employees, agents or representatives during the term of this Lease. The Sheriff shall not be liable to, nor be required to indemnify the County for any damages arising out of any error, omission, and/or negligence of the County, its employees, agents or representatives. This Section shall not be interpreted to be a waiver of sovereign immunity by the Sheriff or the County.

SECTION SEVENTEEN: POLLUTION/CONTAMINATION

The Sheriff shall follow all D.E.P. regulations under Florida Administrative Code (FAC), including, but not limited to FAC §62-256, Clean Burning and Frost Protection Fires, §62-710, Used Oil Management, and §62-730, Hazardous Waste. The County will provide assistance to the Sheriff with pollution prevention technologies and the best management practice in order to comply with the aforesaid regulations. The County and the Sheriff shall each be responsible for the negligent acts, events, or omissions of action of its officers, employees, or agents, and their successors and assigns, resulting in any contamination or pollution on the property or entering the stormwater management system or released into the environment to the extent provided by law. Nothing herein shall be construed to waive any rights, in law or equity, that the County or the Sheriff has or may have against third parties for the acts of such third parties resulting in contamination or pollution of the properties of the County or the stormwater management system.

SECTION EIGHTEEN: AVAILABILITY OF FUNDS

The obligations of the Sheriff under this Lease Agreement are subject to the availability of funds lawfully appropriated annually for its purposes by the Board of County Commissioners. In the event funds are not lawfully appropriated for any Lease term for the Sheriff by the Board of County Commissioners, either party shall have the right to terminate this Lease upon thirty (30) days written notice to the other party.

SECTION NINETEEN: NOTICES AND INVOICES

All notices required to be served upon the Sheriff will be served by Certified Mail, Return Receipt Requested, at Lee County Sheriff's Office, 14760 Six Mile Cypress

Parkway, Fort Myers, Florida 33912-4406; all notices required to be served upon the County will be served by Certified Mail, Return Receipt Requested, at the Lee County Attorney's Office, Post Office Box 398, Fort Myers, Florida 33902-0398.

SECTION TWENTY: DEFINITION OF TERMS

A. The terms "Lease", "Lease Agreement", or "Agreement" will be inclusive of each other and also includes renewals and extensions of modifications of this Lease.

B. The terms "County" and "Sheriff" includes the heirs, or successors in interest to the Parties hereto.

C. The singular will include the plural and the plural will include the singular whenever the context so requires or permits.

SECTION TWENTY-ONE: WRITTEN AGREEMENT

This Lease contains the entire Agreement between the Parties hereto. It may be modified only by Resolution approved by the Board of County Commissioners and with the agreement to such modification by the County.

SECTION TWENTY-TWO: APPLICABLE STATE LAW

This Lease Agreement shall be interpreted pursuant to the laws of the State of Florida and the United States, when applicable and venue of any legal proceedings shall be Fort Myers, Lee County, Florida.

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

ATTEST:

LEE COUNTY SHERIFF'S OFFICE

Brandy A. Cartano
Secretary

By: [Signature]
Sheriff Mike Scott

(SEAL)

ATTEST:
CHARLIE GREEN
CLERK OF COURTS

BOARD OF COUNTY
COMMISSIONERS
OF LEE COUNTY, FLORIDA

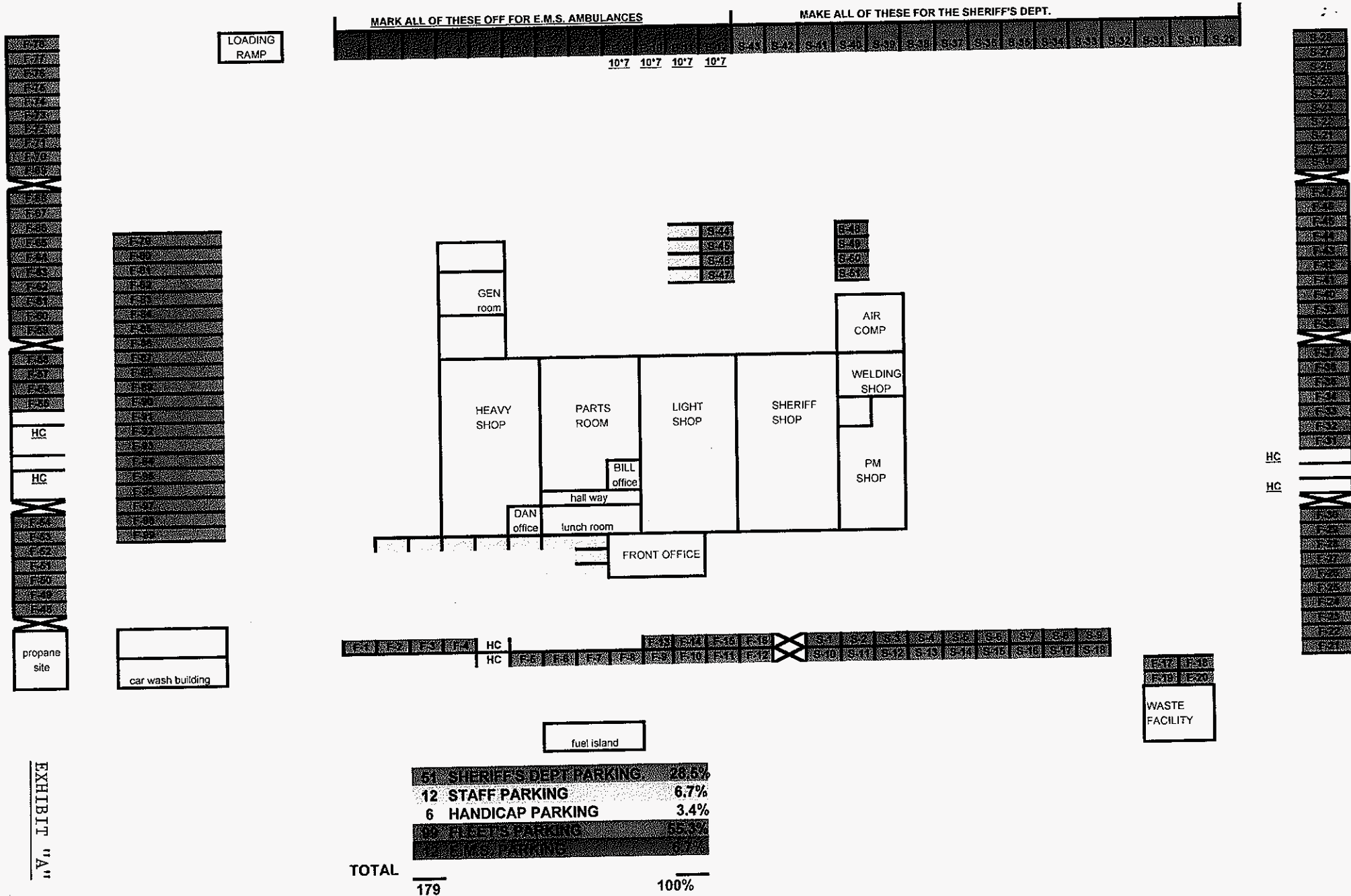
By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM:

By: _____
Office of the County Attorney

LEE COUNTY FLEET MANAGEMENT PARKING LOT LAY-OUT



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ATTEST:

LEE COUNTY SHERIFF'S OFFICE

Brandy A. Cartano
Secretary

By: Mike Scott
Sheriff Mike Scott

(SEAL)

ATTEST:
CHARLIE GREEN
CLERK OF COURTS

BOARD OF COUNTY
COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM:

By: _____
Office of the County Attorney

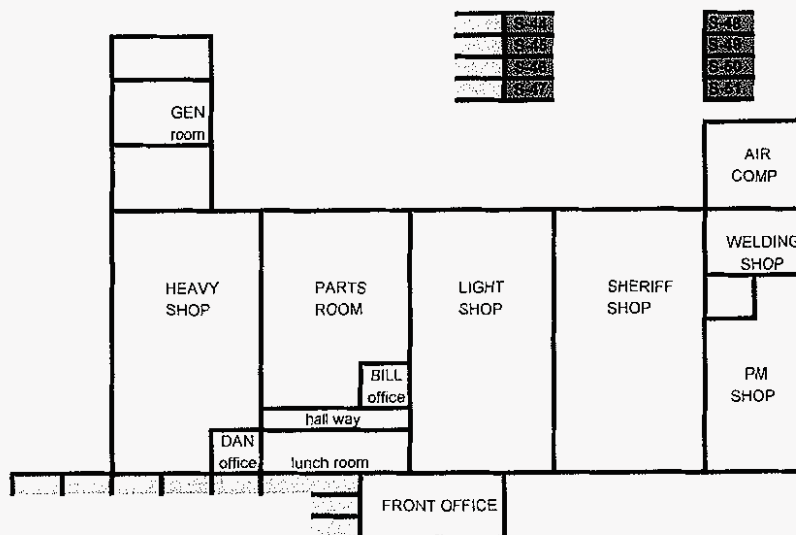
LEE COUNTY FLEET MANAGEMENT PARKING LOT LAY-OUT

LOADING
RAMP

MARK ALL OF THESE OFF FOR E.M.S. AMBULANCES

MAKE ALL OF THESE FOR THE SHERIFF'S DEPT.

10'7 10'7 10'7 10'7



HC
HC

WASTE
FACILITY

fuel island

51 SHERIFF'S DEPT PARKING	28.5%
12 STAFF PARKING	6.7%
6 HANDICAP PARKING	3.4%
89 FLEET'S PARKING	65.3%

TOTAL

179

100%

propane
site

car wash building

EXHIBIT "A"

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The Sheriff shall follow all D.E.P. regulations under Florida Administrative Code (FAC), including, but not limited to FAC §62-256, Clean Burning and Frost Protection Fires, §62-710, Used Oil Management, and §62-730, Hazardous Waste. The County will provide assistance to the Sheriff with pollution prevention technologies and the best management practice in order to comply with the aforesaid regulations. The County and the Sheriff shall each be responsible for the negligent acts, events, or omissions of action of its officers, employees, or agents, and their successors and assigns, resulting in any contamination or pollution on the property or entering the stormwater management system or released into the environment to the extent provided by law. Nothing herein shall be construed to waive any rights, in law or equity, that the County or the Sheriff has or may have against third parties for the acts of such third parties resulting in contamination or pollution of the properties of the County or the stormwater management system.

SECTION EIGHTEEN: AVAILABILITY OF FUNDS

The obligations of the Sheriff under this Lease Agreement are subject to the availability of funds lawfully appropriated annually for its purposes by the Board of County Commissioners. In the event funds are not lawfully appropriated for any Lease term for the Sheriff by the Board of County Commissioners, either party shall have the right to terminate this Lease upon thirty (30) days written notice to the other party.

SECTION NINETEEN: NOTICES AND INVOICES

All notices required to be served upon the Sheriff will be served by Certified Mail, Return Receipt Requested, at Lee County Sheriff's Office, 14760 Six Mile Cypress

Parkway, Fort Myers, Florida 33912-4406; all notices required to be served upon the County will be served by Certified Mail, Return Receipt Requested, at the Lee County Attorney's Office, Post Office Box 398, Fort Myers, Florida 33902-0398.

SECTION TWENTY: DEFINITION OF TERMS

A. The terms "Lease", "Lease Agreement", or "Agreement" will be inclusive of each other and also includes renewals and extensions of modifications of this Lease.

B. The terms "County" and "Sheriff" includes the heirs, or successors in interest to the Parties hereto.

C. The singular will include the plural and the plural will include the singular whenever the context so requires or permits.

SECTION TWENTY-ONE: WRITTEN AGREEMENT

This Lease contains the entire Agreement between the Parties hereto. It may be modified only by Resolution approved by the Board of County Commissioners and with the agreement to such modification by the County.

SECTION TWENTY-TWO: APPLICABLE STATE LAW

This Lease Agreement shall be interpreted pursuant to the laws of the State of Florida and the United States, when applicable and venue of any legal proceedings shall be Fort Myers, Lee County, Florida.

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

ATTEST:

LEE COUNTY SHERIFF'S OFFICE

Brandy R. Cortano
Secretary

By: Mike Scott
Sheriff Mike Scott

(SEAL)

ATTEST:
CHARLIE GREEN
CLERK OF COURTS

BOARD OF COUNTY
COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM:

By: _____
Office of the County Attorney

LEE COUNTY FLEET MANAGEMENT PARKING LOT LAY-OUT

LOADING
RAMP

MARK ALL OF THESE OFF FOR E.M.S. AMBULANCES

MAKE ALL OF THESE FOR THE SHERIFF'S DEPT.

10'7 10'7 10'7 10'7

GEN
room

HEAVY
SHOP

PARTS
ROOM

LIGHT
SHOP

SHERIFF
SHOP

AIR
COMP

WELDING
SHOP

PM
SHOP

BILL
office

hall way

DAN
office

lunch room

FRONT OFFICE

propane
site

car wash building

fuel island

WASTE
FACILITY

51 SHERIFF'S DEPT PARKING	28.5%
12 STAFF PARKING	6.7%
6 HANDICAP PARKING	3.4%
106 PUBLIC PARKING	59.3%

TOTAL

179

100%

EXHIBIT "A"