

Agenda Item Summary

1. ACTION REQUESTED/PURPOSE: Authorize Chairwoman to approve and execute a lease agreement between Lee County and the Boca Grande Historical Society to operate a historical museum in a portion of the County owned Teacherage Building.

2. WHAT ACTION ACCOMPLISHES: Enables the Boca Grande Historical Society to operate a historical museum in a portion of the Teacherage Building.

3. MANAGEMENT RECOMMENDATION: Approve and execute lease agreement.

4. Departmental Category: 11 <i>C11C</i>		5. Meeting Date: <i>01-17-2006</i>
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>Parks and Recreation</u> Division _____ By: <u>John Yarbrough</u> <i>[Signature]</i>

9. Background:
 The Boca Grande Historical Society is a not-for-profit corporation. They will operate a historical museum in a portion of the County owned Teacherage Building. They have demonstrated an interest and ability to present the history of "Old Florida" to the visitors and residents of Lee County by preserving and displaying artifacts important in capturing the history of the local area. The initial term of this lease agreement is for a period of five years beginning January 1, 2006. There is a renewal clause for two additional terms of five years upon mutual agreement of the parties.

No funding will be required.

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mer.	
<i>[Signature]</i>				<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

REC'D
 by CO. ATTY:
 12-29-05
 CO. ATTY.
 FORWARDED TO:
 C. [unclear]
 12-29-05

RECEIVED BY
 COUNTY ADMIN: *[Signature]*
 12-29-05
 437
 COUNTY ADMIN
 FORWARDED TO: *[Signature]*
 1-5-06
 4/21

**LEASE AGREEMENT
BETWEEN
LEE COUNTY AND BOCA GRANDE HISTORICAL SOCIETY**

THIS LEASE AGREEMENT, entered into this _____ day of _____, 2005, between LEE COUNTY acting by and through the Board of County Commissioners for Lee County, a political subdivision and Charter County of the State of Florida, hereinafter called the "Lessor", and BOCA GRANDE HISTORICAL SOCIETY, a Florida 501(C)(3) not-for-profit organization, hereinafter called "Lessee".

WITNESSETH:

WHEREAS, the Boca Grande Historical Society, a not-for-profit corporation, is desirous of operating a historical museum in a portion of the County owned "Teacherage Building"; and

WHEREAS, it is the policy of Lee County to educate its citizens and visitors on the significance and importance of its "Old Florida" heritage; and

WHEREAS, the Boca Grande Historical Society has demonstrated its interest and capability in presenting the history of "Old Florida" to the visitors and residents of Lee County by preserving and displaying artifacts important in capturing the history of the local area; and

WHEREAS, Lee County is committed to cooperation and positive encouragement of the creation of the historic museum at the Community Center site.

PREMISES:

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That the Lessor, for and in consideration of the covenants and agreements herein 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, a certain portion of those premises in Lee County, Florida, described on the attached Exhibit "A" and as follows:

The exclusive right to use 721 square feet in the Teacherage Building located at 170 Park Street, Boca Grande, Florida, at a rate of \$1.00 per year.

Lessor reserves the right to use the above described leased premises for County programs or purposes when Lessee is not actively using same.

SECTION 1: TERM

The initial term of this Lease begins on January 1, 2006, and ends on December 31, 2011. Lessee shall have the right to renew this Lease for two (2) additional terms of five (5) years, upon mutual agreement of the parties, provided that Lessee gives written notice of such intent to Lessor at least three (3) months prior to the expiration of the term.

SECTION 2: HEATING, AIR CONDITIONING AND JANITORIAL SERVICES

1. The Lessor agrees to furnish to the Lessee heating and air conditioning equipment and to 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. Water, sewer, electricity, cable, telephone service, and other utilities are not furnished as a part of this Lease, unless otherwise indicated herein. Expenses of all utilities, not limited to the foregoing, are the responsibility of and shall be obtained at the expense of the Lessee. Lessors shall furnish trash collection, pest control and fire

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extinguisher services.

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

SECTION 3: LIGHT FIXTURES

The Lessor agrees to install in the stated premises, suitable light fixtures for the use of the Lessee. The Lessor 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.

SECTION 4: MAINTENANCE AND REPAIRS

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

SECTION 5: ALTERATIONS BY LESSEE

1. The Parties acknowledge that the leased property consists of a historic structure. Lessee shall make no alterations to the premises without the written approval

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of Lessors. Specifically, Lessee shall not allow: (a) any holes to be drilled or made in the walls, stone or brick work; (b) any placard to be placed on the outer wall; and (c) any signs to be erected on the premises, except such as the Lessors shall approve, and then only in such place and so affixed as the Lessors shall prescribe. Any heating or lighting apparatus which may be used on the premises shall be of such kind as the Lessors shall approve.

2. The Parties agree that the leased premises now conform with the requirements of Sections 255.21 and 255.211, Florida Statutes and ADA requirements and Lessee agrees to maintain the premises in such a manner.

3. The Lessee may make reasonable alterations in and to the stated premises during the term of this lease upon first having obtained the written consent from the Lessor.

SECTION 6: INJURY OR DAMAGE TO PROPERTY ON PREMISES

Lessee's property of any kind that may be placed on the premises during the continuance 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.

SECTION 7: FIRE AND OTHER HAZARDS

1. In the event that the stated premises, or the major part thereof, are destroyed by fire, lightning, hurricane, storm or other casualty, this lease shall be at an end.

2. The Lessor shall provide for fire protection during the term of this Lease in accordance with the fire safety standards of the State Fire Marshall. The Lessor shall be responsible for maintenance and repair of all fire protection equipment necessary to

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conform to the requirements of the State Fire Marshall. The Lessor agrees that the stated premises shall be available for inspection by the State Fire Marshall, prior to occupancy by the Lessee, and at any reasonable times thereafter.

3. The Lessor certifies that no asbestos was used in the construction of the stated premises or that if asbestos was used, actions have been completed to correct the hazards caused by the use of asbestos.

4. The Lessee is responsible for following the Lee County policies and procedures for closing, preparation, assessment, clean-up and re-opening in the event of a hurricane or tropical storm.

SECTION 8: SUITABILITY FOR USE

The Lessor warrants that the premises are fit for the conduct of the business of the Lessee, to wit: the operation of a historical museum. The Lessor further warrants 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.

SECTION 9: EXPIRATION OF TERM

At the expiration of the initial Lease Term, the Lessee will peaceably yield up the stated premises in good and reasonable repair unless the Agreement is renewed for an additional term. 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 of a temporary nature 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

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removal. Lessee shall not remove any item affixed to the leased property, if removal would cause any damage to the structure.

SECTION 10: SUBLETTING AND ASSIGNMENT

The Lessee, shall not have the right to sublet any part of the leased premises, or to assign any part of the premises subject to this lease.

SECTION 11: 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.

SECTION 12: RIGHT OF LESSOR TO INSPECT

The Lessor, at reasonable times and with twenty four (24) hours advance notice, may enter into and upon the stated premises for the purpose of viewing the same and for the purpose of making repairs as required under the terms of this Lease except in the case of an emergency where no advance notice is required.

SECTION 13: 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

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into and upon the stated premises, or any part thereof, and repossess the same 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 any breach of the Lessee's covenants herein contained.

SECTION 14: TAXES, INSURANCE, AND COMMISSIONS

1. Lessor will pay all real estate taxes and fire insurance premiums on the stated 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 stated 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. Lessee is responsible for insuring its own property.

2. The Lessor will be liable for money damages in tort for any injuries to or losses of property, personal injury, or death caused by the negligent or wrongful act(s) or omissions(s) of any official or employee of the County while acting within the scope of the official's or employee's office or employment under circumstances in which a private person would be held to be liable in accordance with the general laws of the State of Florida, subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised or amended from time to time.

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3. The Lessee will be liable, and agree to be liable for, and will indemnify, defend and hold the County harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the Lessee's errors, omissions, and/or negligence relating to its operation of the gift shop.

4. Lessee agrees, covenants, certifies and warrants to Lessor that no portion of the rent payable as set forth above includes, represents, is based on or is attributable to any commission or fee which is paid or is payable by Lessee as the result of Lessee having utilized or contracted for the services of any real estate broker, salesman, agent or firm in any aspect of Lessee's dealings or any dealings involving the leasing of the stated premises to Lessee.

5. The Lessee shall purchase and maintain 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.

The Lessee must furnish an appropriate certificate of insurance naming Lee County Board of County Commissioners as Certificate Holder and Additional Insured. The Lessee agrees that the coverage granted to the Additional Insured applies on a primary basis, with the Additional Insured's coverage being excess.

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The Lessee agrees that these insurance requirements shall not relieve or limit Lessee's liability and that the Lessor does not in any way represent that the insurance required is sufficient or adequate to protect the Lessee's interest or liabilities, but are merely minimums.

SECTION 15: 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 stated premises are located, now or hereinafter made, as may be applicable to the Lessee.

SECTION 16: RIGHT TO INSPECT BOOKS AND RECORDS

The County, its various Departments and all parties entering into agreements with the County that involve use of public funds, are subject to audit by the Lee County Clerk of Court. As such, the Lessee, who will collect donations are also subject to audit by the Clerk of the Court. The Lessee will comply with all local, state and federal laws, rules and regulations governing the payment of taxes, general accounting principles and charitable corporations. The Lessee will comply with all reasonable requests made by the Clerk of Court to examine the Lessee's books and records that are kept relative to this agreement in order to verify the payment of taxes, or fees and compliance with the by-laws of the corporation and the terms and obligations of this agreement. The County may terminate this Agreement if the Lessee refuses to permit such reasonable examinations by the Clerk of Court.

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modified only by a writing, with the approval of the Board of County Commissioners and the agreement to such modification by the Lessee.

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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.

LESSEE:

BOCA GRANDE HISTORICAL SOCIETY

BY: *[Signature]*
Vice President

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____ 20____, by _____ who produced the following as identification _____ or is personally know to me, and who did/did not take an oath.
[stamp or seal]

[Signature of Notary]

[Typed or Printed Name]

LESSOR:

**BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA**

BY: _____
Chairwoman

ATTEST: CHARLIE GREEN
CLERK OF COURTS

BY: _____
Deputy Clerk

APPROVED AS TO FORM:

BY: _____
Office of the County Attorney

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