

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

Blue Sheet No. 20060945

1. ACTION REQUESTED/PURPOSE: Approve lease with City of Bonita Springs for 1,500 square feet of space in the facility located at 10520 Reynolds Street in Bonita Springs, Florida to be utilized by the Lee County Sheriff's Department for the City of Bonita Springs. Base rental cost for the facility will be \$1.00 per year. Lease is for five years with continual one year options to renew upon the same terms and conditions. Lease can be terminated by either the Lessor or Lessee by giving the other one year advance written notice.

2. WHAT ACTION ACCOMPLISHES: Provides Lee County Sheriff's Deputies a facility to work out of while providing contracted law enforcement coverage within the City limits of Bonita Springs.

3. MANAGEMENT RECOMMENDATION: Approve

4. Departmental Category: C2B		5. Meeting Date: 08-01-2006
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)	
	Statute _____	
	Ordinance _____	
	<input checked="" type="checkbox"/> Admin. Code <u>AC-4-1</u>	
	Other _____	
		8. Request Initiated: Commissioner _____ Department <u>Construction & Design</u> Division <u>Facilities Management</u> By: <u>Richard Beck, Director</u> RB

9. Background:

The Lee County Sheriff's Department contacted Facilities Management to assist them in working with the City of Bonita Springs to locate a facility, within the City limits, to house the contracted deputies for the City of Bonita Springs. This facility was located at 10520 Reynolds Street in Bonita Springs. A lease agreement was negotiated through Facilities Management with the City of Bonita Springs.

FUNDING WILL BE AVAILABLE IN THE FOLLOWING ACCOUNT STRING:
CG5211600100.504410
Support Budgets/Sheriff Support/General Fund/Land & Building Rental

Attachments: Lease Agreements (3)

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services			County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.
J. J. ... 7-17-06	N/A			M. ... 7-18-06	L. ... 7/18/06	M. ... 7/19/06	M. ... 7/19/06	J. J. ... 7-17-06

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
COUNTY ADMIN:
7-18-06 4:00 pm

COUNTY ADMIN
FORWARDED TO: JP
7/20/06
noon

Rec. by CoAtty

Date: 7/18/06

Time: 10:45 AM

Forwarded to:

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 City of Bonita Springs, a municipal corporation of the State of Florida, hereinafter called the Lessor, and 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 Lessee, made for the benefit of the Lee County Sheriff's Department.

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:

**10520 Reynolds Street
Bonita Springs, Florida**

which shall constitute an aggregate area of 1,500 square feet of net rentable office 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 \$1.00 per year and other good and valuable consideration. The Lessor shall also provide parking spaces at the building for the exclusive use of the Lessee as part of this Lease Agreement.

I. TERM

TO HAVE AND TO HOLD the above described premises for a term commencing on the 1st day of September, 2006 to and including the 31st day of August, 2011.

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 One Dollar and no cents (\$1.00) per year, and other good and valuable consideration, for the rental period described in Article I of this lease.

III. HEATING, AIR CONDITIONING AND JANITORIAL SERVICES

1. The Lessor agrees to furnish to the Lessee heating and air conditioning equipment, 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.

1. 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 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.

V. MAINTENANCE AND REPAIRS

The Lessor shall provide for interior maintenance and repairs, and replacement of interior equipment, such as, but not limited to, the plumbing pipes, hot water heater, toilets, sinks, doors and windows 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 condition as 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 stated premises, including the roof and common areas, 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.

VI. UTILITIES

Unless otherwise indicated, the Lessor will bear the full cost of water service, garbage pick up and sewer service, pest control services, fire extinguisher service and any other services provided to the leased space used by the Lessee. Lessee will bear the full cost of telephone and data services to the leased space at its own expense.

VII. HANDICAPPED STANDARDS AND ALTERATIONS

1. The Lessee, during the renovations process, agrees that the stated premises will 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 stated premises 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 to only the extent as permitted by Florida Law, in particular, Section 768.28 of the Florida Statutes, the City shall hold the County harmless from and against

any and all liability, actions, claims and damages arising after the commencement of the term of this lease which may be imposed upon or asserted against the County by reason of the claim of any person for damage(s) to persons or property occurring as the direct result of the City's negligent acts or omissions as outlined in this Lease.

IX. FIRE AND OTHER HAZARDS

1. In the event that the stated 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 stated 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 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 shall provide for fire protection during the term of this lease in accordance with the fire safety standards of the State Fire Marshal. The Lessor shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshal. The Lessor agrees that the stated premises shall be available for inspection by the State Fire Marshal, prior to occupancy by the Lessee, and at any reasonable times thereafter.

3. The Lessee certifies no asbestos will be used in the construction of the stated premises or that if asbestos is found during construction, actions will be taken to remediate and correct any hazards caused by the use of asbestos.

X. SUITABILITY FOR USE

The Lessor warrants that the premises are fit for the conduct of the governmental business of the Lessee. 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. The legal interpretation of any such existing statute or law, or the enactment of any new statutes or laws that, in the opinion of the Lessee, result in a material interference with the peaceful entry or occupation of the stated 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 stated 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 shall not have the right to sublet or assign any portion of the stated 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 stated 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 stated 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

The Lessee, upon the request of the Lessor, shall execute such acknowledgment(s) or any assignment(s), of rentals and profits made by the Lessor to any third person, firm or corporation, provided that the Lessor will not make such request unless required to do so by the Mortgagee under a mortgage(s), executed by the Lessor.

XVII. TAXES, INSURANCE, AND COMMISSIONS

1. Lessor will pay all real estate taxes, if applicable, and casualty insurance premiums on the stated premises. Coverages shall include "All Risk" insurance with limits equal to 100% of the replacement cost of the structure including the improvements and/or betterments made by Lee County. Lee County Sheriff's Department will be responsible for insuring its own business personal property as contained on stated premises. Lessee

shall not be liable to carry casualty insurance on the premises or property of the Lessor or any other personal property of Lessor which may now or hereafter be placed on the stated premises. The Lessee 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 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 or the Lee County Sheriff's Department 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 of the Florida Statutes, as it may be revised or amended from time to time.

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

The Lessor must furnish an appropriate certificate of insurance naming Lee County Board of County Commissioners as Certificate Holder and Loss Payee.

The Lessor agrees that these insurance requirements shall not relieve or limit Lessor's liability and that the Lessee does not in any way represent that the insurance required is sufficient or adequate to protect the Lessor's interest or liabilities, but are merely minimums. The Lessor having insurance does not abrogate sovereign immunity limitations under Section 768.28 of the Florida Statutes.

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

XX. RENEWAL

The Lessee is hereby granted the option to renew this Lease on a continual yearly basis upon the same terms and conditions.

XXI. RIGHT TO TERMINATE

The Lessee or Lessor shall have the right to terminate this lease upon giving the other one year (1 year) advance written notice to the Lessor by Certified Mail, Return Receipt Requested. The Lessor will not have any right to accelerate the lease payments for the remainder of the lease duration.

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 9101 Bonita Beach Road, Bonita Springs, Florida 34135 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, Attention: Facilities Management.

XXIII. CONTACTS

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

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

Lee County will renovate said premises at its own expense. Renovations will include, but not limited to, replacement of the roof, replacement of the air conditioning system, replacement of windows, ceiling, walls, floor coverings, replacement of bathrooms and fixtures to ADA standards, asbestos abatement, and repainting. After renovations are completed, Lessor will assume responsibility for all maintenance to said premises at its own expense.

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.

XXVII. OWNERSHIP

lessor covenants and warrants that they are the owner(s) of the property that is the subject of this Lease, and as such are lawfully seized and possessed of the said described real property, have good and lawful right, power and sufficient interest to convey a leasehold in same, and that the described real property is free from any other leases or encumbrances that

would otherwise interfere with the direct relationship between Lessor and Lessee herein.

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.

Gary Price
GARY PRICE, CITY MANAGER
CITY OF BONITA SPRINGS

ATTEST:

Sharon J. Egan
CITY CLERK

[Signature]
APPROVED AS TO LEGAL FORM
CITY OF BONITA SPRINGS ATTORNEY

ATTEST:

CHARLIE GREEN, CLERK

TAMMARA HALL, CHAIRWOMAN, LEE COUNTY
BOARD OF COUNTY COMMISSIONERS

BY: DEPUTY CLERK

APPROVED AS TO LEGAL FORM BY
COUNTY ATTORNEY'S OFFICE

(Lease for Bonita Sheriff Substation on Reynolds Street/my documents 2)