

Lee County Board Of County Commissioners  
Agenda Item Summary

Blue Sheet No. 20030640 <sup>641</sup>

1. REQUESTED MOTION:

**ACTION REQUESTED:** Approve Amendment to original lease, #C-901153. with Captiva Civic Association to add 938 square feet of space at the facility to the existing 2,531 square feet, bringing the total to 3,469 square feet, also increase the current rental amount from \$17.96 per square foot to \$18.96 per square foot and amend Article XVII of the original lease to make renewal of the lease a mutual agreement between Landlord and Tenant. This facility is currently occupied by the Lee County Library system. All other conditions of the original lease will remain the same.

**WHY ACTION IS NECESSARY:** Board must approve all leases and amendments to those leases.

**WHAT ACTION ACCOMPLISHES:** Brings original lease with Captiva Civic Association current with the addition of the 938 square feet that the Library is now occupying and the extra \$1.00 per square foot to bring the lease rate more in line with the space occupied. Also brings renewal of the lease in the future under mutual agreement between Landlord and Tenant.

2. DEPARTMENTAL CATEGORY:  
COMMISSION DISTRICT #: 1

C6D

3. MEETING DATE:

06-10-2003

4. AGENDA:

5. REQUIREMENT/PURPOSE:  
(Specify)

6. REQUESTOR OF INFORMATION:

CONSENT  
 ADMINISTRATIVE  
 APPEALS  
 PUBLIC  
 WALK ON  
TIME REQUIRED:

STATUTE AC-4-1  
 ORDINANCE  
 ADMIN. CODE  
 OTHER

A. COMMISSIONER  
B. DEPARTMENT Library  
C. DIVISION Independent  
BY: Cynthia Cobb, Director

7. BACKGROUND: Lee County entered into a lease agreement with Captiva Civic Association on November 15, 1989. At that time, the Library occupied 2,531. The Civic Association added 938 square feet which the library is now occupying. The Civic Association contacted Facilities Management recently to ask that the original lease be amended to include the 938 square feet and then to increase the rental rate \$1.00 per square foot...from \$17.96 to \$18.96 per square foot... to bring the lease rate more in line with the extra space being occupied.

FUNDING IS AVAILABLE IN THE FOLLOWING ACCOUNT STRING :  
KG5710114800.504410.169

Attachments: Original Lease Document  
2 Original Copies of the Amendment to Lease #C-901153

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services Risk				G County Manager
					OA	OM	Risk	GC	
Cynthia M. Cobb 5/27/03	N/A CL			KR 5/28/03	1-0 5/29/03	1-0 5/29/03	1-0 5/29/03	1-0 5/29/03	W. Cobb

10. COMMISSION ACTION:

APPROVED  
 DENIED  
 DEFERRED

Rec. by CoAtty  
Date: 5/27/03  
Time: 2:36 pm  
Forwarded To:

RECEIVED BY  
COUNTY ADMIN. ID  
5/28 430  
COUNTY ADMIN.  
FORWARDED BY: BH  
5/29 300

LEASE AGREEMENT

THIS LEASE AGREEMENT, made on the 15<sup>th</sup> day of November, 1994, by and between CAPTIVA CIVIC ASSOCIATION, hereinafter called the "LANDLORD" and LEE COUNTY, a political subdivision of the State of Florida, hereinafter called the "TENANT".

WITNESSETH:

That the LANDLORD, for and in consideration of the restrictions and covenants herein contained, hereby leases to the TENANT, and the TENANT hereby agrees to hire from the LANDLORD, the premises described as follows:

Library portion of the Captiva Civic Association  
Community Center complex (2,531 sq. feet).

"To have and to hold unto be said TENANT for a term up to five years, commencing December 1, 1989 and terminating November 30, 1994, for a rental based on the first year's rental with 2,531 square feet at \$15.00 per square foot for a total of \$37,965.00 for the first year. The remaining four years of the lease shall be at a base rate of \$12.50 per square foot with an annual increase as announced in the Federal Government's Consumer Price Index for the previous years. Lease payments are payable in advance on the first day of every month at P.O. Box 778, Captiva, Florida 33924 or at such other place and to such other person as the LANDLORD may from time to time designate in writing."

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED BY THE RESPECTIVE PARTIES HERETO:

## ARTICLE I

USE OF DEMISED PREMISES

The area of the demised premises shall be used by the TENANT for the performance of County business by County departments, agencies and authorities and for the performance of work incidental thereto, which will necessarily entail services performed for the general public.

ARTICLE II  
CONDITION OF PREMISES

The LANDLORD, at its own expense, shall cause the demised premises to be in a state of good repair and suitable for usage by the TENANT at the commencement of this Lease.

Subject to the above, the TENANT hereby accepts the premises in the condition they are in at the beginning of this Lease.

ARTICLE III  
UTILITIES

The TENANT, during the term hereof, shall pay all charges for water, waste disposal services, electricity, and pest control used by the TENANT.

ARTICLE IV  
MAINTENANCE

The LANDLORD agrees to maintain and keep in good repair, condition and appearance, during the term of this Lease, or of any extension or renewal thereof, the exterior of the building, and the following:

XXXXXX  
XXXXXX  
XXXXXX  
XXXXXX

Upon failure of the LANDLORD to effect repairs, pursuant to this Lease, after thirty (30) days written notification to do so by the TENANT, the TENANT may cause the repairs to be made and deduct their cost from the rental payments due and to become due until in each instance the TENANT has fully recovered such costs in accordance with audited costs of repair furnished by the TENANT to the LANDLORD.

The TENANT shall be responsible for the interior of the demised premises.

XXXXX  
XXXXX  
XXXXX  
XXXXX

ARTICLE V  
ALTERATIONS BY TENANT

The TENANT may not make any alterations, additions or improvements in or to the premises without the written consent of the LANDLORD. All additions, fixtures or improvements (except but not limited to store and office furniture and fixtures which are readily removable without injury to the premises) shall be and remain a part of the premises at the expiration of this Lease. Subject to the above, any carpeting and removable partitions installed by the TENANT within the demised premises shall remain the TENANT's property and may be removed by the TENANT upon the expiration of the Lease Agreement or any renewal or cancellation thereof.

ARTICLE VI  
DESTRUCTION OF PREMISES

In the event the demised premises should be destroyed or so damaged by fire, windstorm or other casualty to the extent that the demised premises are rendered untenable or unfit for the purpose of the TENANT, either party may cancel this Lease by the giving of written notice to the other; however, if neither party shall exercise the foregoing right of cancellation within thirty (30) days after the date of such destruction or damage, the LANDLORD shall cause the building and demised premises to be repaired and placed in good condition as soon as practical thereafter. In the event of cancellation the TENANT shall be liable for rents only until the date of such fire, windstorm or other casualty. In the event of partial destruction, which shall not render the demised premises wholly untenable, the rents shall be proportionately abated in accordance with the extent to which the TENANT shall be deprived of use and occupancy. The TENANT shall not be liable for rent during such period of time as the premises shall be totally untenable by reason of fire, windstorm or other casualty.

ARTICLE VII  
HANDICAPPED

The LANDLORD agrees that the demised premises shall, at LANDLORD's expense, be brought into conformance with the requirements of Section 255.21, Florida Statutes, providing Standards for Special Facilities for the Physically Disabled.

ARTICLE VIII  
NO LIABILITY FOR PERSONAL PROPERTY

All personal property placed or moved in the premises above described shall be at the risk of the TENANT or the owner thereof. The LANDLORD shall not be liable to TENANT for any damage to said personal property unless caused by or due to negligence of LANDLORD, LANDLORD's agents or employees.

ARTICLE IX  
SIGNS

Exterior signs will be of the design and form of letter to be first approved by the LANDLORD, the cost of painting to be paid by the TENANT. All signs shall be removed by TENANT at termination of this Lease and any damage or unsightly condition caused to building because of or due to said signs shall be satisfactorily corrected or repaired by TENANT.

ARTICLE X  
LANDLORD'S RIGHT OF WAY

LANDLORD, or any of its agents, shall have the right to enter said premises during all reasonable working hours to examine the same or to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort or preservation thereof of said building or to exhibit said premises and to put or keep upon the doors or windows thereof a notice "FOR RENT" at any time within sixty (60) days before the expiration of this Lease.

If entry is required at other than working hours, LANDLORD will provide the TENANT reasonable notice of 24 hours or less than 24 hours notice with TENANT's concurrence. In the case of emergencies only, there will be no notice required by the LANDLORD.

ARTICLE XI  
LIABILITY FOR DAMAGE OR INJURY

The County shall not be liable for any damage or injury which may be sustained by any party or person on the demised premises other than the damage or injury caused solely by the negligence of County.

ARTICLE XII  
PEACEFUL POSSESSION

Subject to the terms, conditions and covenants of this Lease, LANDLORD agrees that TENANT shall and may peaceably have, hold and enjoy the premises above described, without hindrance or molestation by LANDLORD.

ARTICLE XIII  
SURRENDER OF PREMISES

TENANT agrees to surrender to LANDLORD, at the end of the term of this Lease or any extension thereof, said leases premises in as good condition as said premises were at the beginning of the term of this Lease, ordinary wear and tear and damage by fire and windstorm or other Acts of God, excepted.

ARTICLE XIV  
INDEMNIFICATION AND HOLD HARMLESS

The County does hereby agree to indemnify and save the LANDLORD Harmless, to the extent of the limitations included within Florida Statutes, Section 768.28, from any and all claims, liability, losses and causes of actions which may arise solely as a result of the County's negligence; however, nothing in this Section shall indemnify the LANDLORD for any liability or claim arising out of the negligence performance or failure or performance required of the LANDLORD or as a result of the negligence of any third party.

ARTICLE XV  
SUCCESSORS IN INTEREST

It is hereby covenanted and agreed between the parties hereto that all covenants, conditions, agreements and undertakings contained in this Lease shall extend to and be binding on the respective successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

ARTICLE XVI  
SUBORDINATION

The TENANT covenants that this Lease is and at all times shall be subject and subordinate to the lien or any mortgages now existing or which the LANDLORD or any subsequent owner of the demised premises shall making covering said demised premises, or the building of which said premises are a part, and to any and all advances made or to be made under said mortgage and to the interest thereon.

ARTICLE XVII  
OPTION TO RENEW

Provided this Lease is not otherwise in default, the TENANT, through its Board of County Commissioners or their designee, is hereby granted the option to extend this Lease for four renewal periods upon the same terms and conditions, except the Lease payments shall be increased annually in the amount of and to reflect, the last announced annual increase in the Federal Government's Consumer Price Index. 1989 shall be the base year for purposes of calculating price increases by giving the LANDLORD notice in writing at least Thirty (30) days prior to the expiration of this Lease or any extension thereof.

ARTICLE XVIII  
CANCELLATION

The TENANT, through its Board of County Commissioners or their designee, shall have the right to cancel this Lease Agreement at any time by giving the LANDLORD at least Sixty (60) days written notice prior to its effective date.

ARTICLE XIX  
NOTICES

It is understood and agreed between the parties hereto that written notice addressed to TENANT and mailed or delivered to the Director, Property and Equipment Department, Box 398, Ft. Myers, Florida 33902, shall constitute sufficient notice to the TENANT, and written notice addressed to LANDLORD, and mailed or delivered to the address of the LANDLORD, Captiva Civic Association, P.O. Box 778, Captiva, Florida 33924, shall constitute sufficient notice to the LANDLORD, to comply with the terms of this Lease. Notices provided herein in this paragraph shall include all notices required in this Lease or required by law.

ARTICLE XX  
ADDITIONAL PROVISIONS

XXXXX  
\_\_\_\_\_  
XXXXX  
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ARTICLE XXI  
WRITTEN AGREEMENT


This Lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by resolution approved by the Board of County Commissioners.

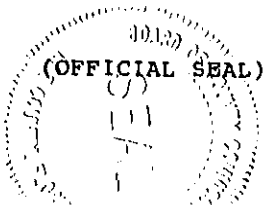
IN WITNESS WHEREOF, the LANDLORD and TENANT have caused this Lease Agreement to be executed by their respective and duly authorized officers the day and year first above written.

Karen Bell  
Witness

Castro Civic Pisco  
LANDLORD

Karen Bell  
Witness

Robert E. Kessler Pisco  
Name & Title (LANDLORD)  
  
Helen Thomas



ATTEST:  
CHARLIE GREEN, CLERK

LEE COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

By: Janet S. Foshee  
Deputy Clerk

By: [Signature]  
Chairman, Lee County Board  
of County Commissioners

By: Janet Foshee  
CLERK OF COUNTY COMMISSIONERS




**ADDENDUM TO LEASE AGREEMENT  
BETWEEN CAPTIVA CIVIC ASSOCIATION AND  
LEE COUNTY, FLORIDA  
(LEE COUNTY CONTRACT NO. C-901153)**

This is an Addendum to that certain lease agreement between **CAPTIVA CIVIC ASSOCIATION**, hereinafter called "Landlord", and **LEE COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter called "Tenant", dated November 15, 1989 (Lee County Contract No. C-901153), as amended for the purpose of revising certain terms and conditions of the lease agreement.

WHEREAS, Captiva Civic Association and Lee County, Florida entered into a lease agreement on December 1, 1989 for the purpose of leasing 2,531 sq. ft. of space to be utilized as a library.

WHEREAS, Lee County, Florida has leased the facility from Captiva Civic Association through the initial five year term (December 1, 1989 through November 30, 1994), it's first renewal period (December 1, 1994 through November 30, 1999) and is now in the second renewal period (December 1, 1999 through November 30, 2004) with two additional five year renewal periods remaining.

NOW THEREFORE, Captiva Civic Association and Lee County, Florida agree to amend these certain terms and conditions of the original lease agreement as follows:

1. In addition to the current leased space of 2,531 square feet, Lee County, Florida agrees to lease an additional 938 square feet of space from Captiva Civic Association for a total of 3,469 square feet.
2. Lee County, Florida agrees to now pay a rental cost of \$18.96 per square foot with Consumer Price Index increases each year, as stated in the original lease agreement. Lee County, Florida is now current in their lease obligations and is not liable for any claims of back rent.
-  3. Amend Article XVII to include that the option to renew the lease for a renewal period must be **upon mutual agreement, in writing, between the Landlord and Tenant.**
4. All other terms and conditions of the November 15, 1989 Lease Agreement shall remain in full force and effect.

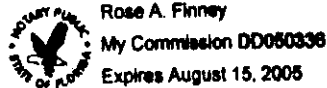
IN WITNESS WHEREOF, the LANDLORD and TENANT have caused this First Amendment to the Lease Agreement to be executed by their respective and duly authorized officers this 27 day of May, 2003.

Sharon Brace  
SHARON BRACE, PRESIDENT  
CAPTIVA CIVIC ASSOCIATION

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 27 day of May, 2003, by Sharon Brace, who is personally known to me or who has produced \_\_\_\_\_ as identification and did/did not take an oath.



\_\_\_\_\_  
Notary  
Rose A. Finney  
Printed Name of Notary  
August 15, 2005  
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