

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

Blue Sheet No. 20040481

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve a lease with Steve Walters for the facility located at 1209 Periwinkle Way, Unit A, Sanibel Island, FL, to be used as a temporary EMS station. The lease cost will be \$750 per month or \$9,000 per year. Any increase in the base rental cost will occur after the first year of the initial term and will not exceed 5%. Increases in rent will not occur more than once annually. There will be no CAM. Lease term is for three years with one, two-year renewal. Giving the Lessor a six-month advance written notice can terminate this lease.

**WHY ACTION IS NECESSARY:** Board must approve all lease agreements.

**WHAT ACTION ACCOMPLISHES:** Allows the Emergency Medical Service to continue to service the Sanibel Island area while the Fire Station, where they currently reside, is being renovated.

**2. DEPARTMENTAL CATEGORY:  
COMMISSION DISTRICT #: 1**

*C7B*

**3. MEETING DATE:**

*05-04-2004*

**4. AGENDA:**

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

**5. REQUIREMENT/PURPOSE:  
(Specify)**

- STATUTE
- ORDINANCE
- ADMIN. CODE *AC-4-1*
- OTHER

**6. REQUESTOR OF INFORMATION:**

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

**7. BACKGROUND:**

Currently, Emergency Medical Services is occupying space in the Fire Department's building on Sanibel Island. The Fire Department is in the process of remodeling that facility and the EMS personnel must move out of the building. The remodeling is scheduled to start around the 1<sup>st</sup> of June this year and could take approximately 1 to 1 1/2 years to complete. During this time, EMS must have a place to reside so that they can keep their presence on the Island. Facilities Management negotiated a lease agreement with Mr. Steve Walters for EMS to occupy one of his units.

**FUNDING WILL BE AVAILABLE IN THE FOLLOWING ACCOUNT:  
KF5260100100.504410**

**Independent Division/Public Safety/Emergency Response/General Fund/Land and Building Rental**

Attachments: 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				G County Manager
					OA	OM	Risk	GC	
<i>[Signature]</i> <i>4/15/04</i>	N/A			<i>[Signature]</i> <i>4/21/04</i>	<i>[Signature]</i> <i>4/21/04</i>	<i>[Signature]</i> <i>4/21/04</i>	<i>[Signature]</i> <i>4/21/04</i>	<i>[Signature]</i> <i>4/21/04</i>	<i>[Signature]</i> <i>4/21/04</i>

**10. COMMISSION ACTION:**

- \_\_\_\_\_ APPROVED
- \_\_\_\_\_ DENIED
- \_\_\_\_\_ DEFERRED
- \_\_\_\_\_ OTHER

Rec. by CoAtty  
Date: *4/19/04*  
Time: *3:30*  
Forwarded To: *Budget*  
*4/20/04 11:53am*

RECEIVED BY  
COUNTY ADMIN: *PM*  
*04/20/04*  
*2:45 pm 360*  
COUNTY ADMIN  
FORWARDED TO:  
*4/20/04*  
*4:30*

*HS*

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 Steve Walters, 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.

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:

1209 Periwinkle Way, Unit A  
Sanibel Island, Florida 33957

which shall constitute an aggregate area of one duplex unit, at a rate of \$9,000.00 per year. The Lessor shall also provide parking spaces for the non-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 May, 2004 to and including the 30<sup>th</sup> day of April, 2007.

**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 Seven hundred and fifty dollars and no cents (\$750.00) per month for the rental period described in Article I of this lease. The rent for any fractional part of the first month shall be prorated. Any increase in the base rental cost will occur after the first year of the initial term of this lease agreement. Increases in rent will not occur more than once annually and will not exceed more than 5% of the base rent. Lessor will provide Lessee with written notice, at least sixty days in advance, of any increase in rent. Rent 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 shall be paid to the Lessor at: 15725 Anderson Lane, Ft. Myers, Florida 33912.

### **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.

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

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 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 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.

### **VI. UTILITIES**

Unless otherwise indicated, the Lessee will bear the full cost of electric, cable, telephone and pest control services used by the Lessee, at its own expense. The Lessor shall bear the full cost of water, sewer and trash services to the facility, at its own expense.

### **VII. 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.

### **VIII. 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 Marshall. The Lessor shall be responsible for maintenance and repair of all fire protection equipment necessary to 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 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.

### **IX. 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.

### **X. 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.

**XI. SUBLETTING AND ASSIGNMENT**

The Lessee, upon the obtaining of the written consent of the Lessor, which written consent shall not unreasonably be withheld, shall have the right to sublet all or any part of the stated premises, or to assign all or any part of the stated premises.

**XII. 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.

**XIII. 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.

**XIV. 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.

**XV. 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.

**XVI. 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.

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 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.

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.

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

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.

#### **XVII. 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.

#### **XVIII. 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.

**IX. RENEWAL**

The Lessee is hereby granted the option to renew this Lease for one, two year renewal, upon the same terms and conditions. If the Lessee desires to renew this lease under the provisions of this Article, it shall give the Lessor written notice thereof three (3) months prior to the expiration of the term provided in Article I of this lease or any applicable renewal period.

**XX. 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 Lessor will not have any right to accelerate the lease payments for the remainder of the lease duration.

**XXI. NOTICES AND INVOICES**

All notices required to be served upon the Lessor shall be served by Registered or Certified Mail, Return Receipt Requested, at 15725 Anderson Lane, Ft. Myers, Florida 33912 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. Invoices should be submitted monthly to Lee County Finance Department, P.O. Box 2238 Fort Myers, Florida 33902.

**XXII. CONTACTS**

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

**XXIII. 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.

**XXIV. MISCELLANEOUS OBLIGATIONS**

Lessee will be responsible for installing electric service to the exterior of the stated premises near the ambulance parking space for the purpose of providing electrical power to the ambulance. The electrical service shall include, at a minimum, two (2) separate 20 AMP service plugs for the ambulance equipment and climate control devices.

**XXV. 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.

**XXVI. 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.

**THIS SECTION INTENTIONALLY LEFT BLANK**



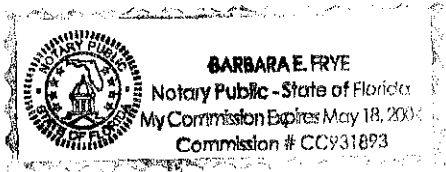
IN WITNESS WHEREOF, the LESSOR and LESSEE have caused this Lease Agreement to be executed by their respective and duly authorized officers on the day and year first written above.

Steve Walters  
STEVE WALTERS, LESSOR

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this 9th day of April, 2004 by Steve Walters, who is personally known to me or who has produced \_\_\_\_\_ as identification and did/did not take an oath.



Barbara E. Frye  
Notary  
Barbara E. Frye  
Printed Name of Notary  
May 18, 2004  
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

(Lease for EMS/Sanibel/wpdocs)

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/7/04

PRODUCER <b>Brown &amp; Brown, Inc. - Ft Myers</b> 3820 Colonial Blvd., Suite 200 Fort Myers, FL 33912 239 278-0278	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED <b>Island Condo Maintenance, Inc.</b> 1205 Periwinkle Way Sanibel, FL 33957	INSURER A: <b>American States Business Insurance</b>	
	INSURER B: <b>Auto Owners Insurance Co.</b>	
	INSURER C: <b>Associated Industries of Florida</b>	
	INSURER D:	
	INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE: <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	01CG47860010	01/01/04	01/01/05	EACH OCCURRENCE \$500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$200,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$500,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input type="checkbox"/> ANY AUTO EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	4420251400	01/01/04	01/01/05	COMBINED SINGLE LIMIT (Ea accident) \$500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	2004331722	01/01/04	01/01/05	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
**LEE COUNTY BOARD OF COUNTY COMMISSIONERS IS NAMED AS AN ADDITIONAL INSURED FOR THE GENERAL LIABILITY**

**CERTIFICATE HOLDER**

Lee County Board of County Commissioners  
 PO Box 398  
 Fort Myers, FL 33902

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE  
*Sharon C. Wilkins*