

WALK ON #1

DFM

Lee County Board Of County Commissioners
Agenda Item Summary

Blue Sheet No. 20041204

1. REQUESTED MOTION:

ACTION REQUESTED: Approve lease with the Honorable Bill Nelson, U.S. Senator, for 418 square foot of space at the Justice Center Annex (former SunTrust Building) on the 8th floor. Lease will be for 2 years beginning October 1, 2004. Rental cost received will be at \$17.00 per square foot or \$7,106.00 per year.

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

WHAT ACTION ACCOMPLISHES: Allows Senator Nelson to establish his office in Fort Myers.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #: 2

3. MEETING DATE:

09-21-2004

4. AGENDA:

5. REQUIREMENT/PURPOSE:
(Specify)

6. REQUESTOR OF INFORMATION:

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

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

- A. COMMISSIONER
- B. DEPARTMENT Construction & Design
- C. DIVISION Facilities Management
- BY: Richard J. Beck, Director *[Signature]*

7. BACKGROUND:

In July, 2004, Facilities Management was asked to negotiate a lease with Senator Bill Nelson's office for space in a county-owned building. Space for this office was found on the 8th floor of the Justice Center Annex (former SunTrust Building) and a lease negotiated.

LEASE REVENUE WILL BE DEPOSITED IN THE FOLLOWING ACCOUNT STRING:
GC5000030100.36200.9814
Non-Departmental Revenues/Capital Improvement Fund/SunTrust Building Leases

Attachments: 2 original lease documents

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> 9-14-04	N/A			<i>[Signature]</i> 9/16/04	CA 9/16/04	OM 9/16/04	Risk 9/16/04	GC 9/16/04	<i>[Signature]</i> 9-14-04

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: 9/14/04
Time: 3:02
Forwarded To:
[Signature]
9/14/04

RECEIVED BY
COUNTY ADMIN *[Signature]*
9/14/04
4:25 PM SLT
COUNTY ADMIN
FORWARDED TO:
9/16/04
330

BOARD OF COUNTY COMMISSIONERS

WALK ON AGENDA ITEMS

MEETING DATE: September 21, 2004

WO # DESCRIPTION

WO #1 ACTION REQUESTED:

Approve lease with the Honorable Bill Nelson, U.S. Senator, for 418 square foot of space at the Justice Center Annex (former SunTrust Building) on the 8th floor. Lease will be for 2 years beginning October 1, 2004. Rental cost received will be at \$17.00 per square foot or \$7,106.00 per year.

WHY ACTION IS NECESSARY:

Board must approve all lease agreements.

WHAT ACTION ACCOMPLISHES:

Allows Senator Nelson to establish his office in Fort Myers. (#20041204-Facilities Management)

REASON FOR WALK ON:

Requested by Commissioner Janes.

**BOARD: ALBION COY JUDAH JANES ST. CERNY
COMMISSION RECEPTION DESK
DONALD STILWELL, COUNTY MANAGER
WILLIAM HAMMOND, DEPUTY COUNTY MANAGER
HOLLY SCHWARTZ, ASSISTANT COUNTY MANAGER**

**ANTONIO MAJUL, BUDGET SERVICES
BOB GRAY, DEPUTY CO ATTORNEY
JAMES LAVENDER, PUBLIC WORKS
PUBLIC RESOURCES OFFICE
LISA PIERCE, MINUTES**

DATE AND TIME DISTRIBUTED: 09-17-04 1:00 PM

**Distributed by: Kathy Geren
Division of Public Resources
Phone: 335-2215**

UNITED STATES SENATE
HOME STATE OFFICE
LEASE AGREEMENT
WASHINGTON, D.C. 20510

THIS HOME STATE OFFICE LEASE AGREEMENT made on this day as evidenced by the signatures below, by and between Lee County Board of County Commissioners, a political subdivision and charter county of the State of Florida, hereinafter referred to as the "Lessor," and the Honorable Bill Nelson, United States Senator, in his/her official capacity hereinafter referred to as "Lessee" and in accordance with and subject to the statutory requirements set forth in 2 U. S. C. 59 relating to home state office space for the United States Senate, it is hereby agreed as follows:

1. The Lessor shall furnish the Lessee office space, hereinafter referred to as the "leased premises," described more particularly as Justice Center Annex Building, 2000 West Main Street, Suite 801, Ft Myers, FL, 33901 as set forth on Exhibit "A" which is attached hereto containing a total 418 usable square feet. Said space may consist of a large open area or may be partitioned into rooms including private corridors, closets, offices, and conference rooms. Square footage of the space shall be calculated by measuring from the inside finish of the exterior wall (or face of the convector if the convector occupies at least fifty (50) percent of the length of the exterior wall) to the Lessee's side of the corridor wall and to the Lessee's side of the partitions separating the space being measured from the space occupied by contiguous Tenants in the building and shall not include "joint use space" such as common cafeterias, conference rooms, snack bars, janitorial, mechanical or circulation areas as defined in 41 CFR 101-17.003-13.

2. The Lessee shall have and hold the leased premises with quiet enjoyment, for a term of 2 years commencing on October 1, 2004 and terminating on September 30, 2006 unless otherwise extended under the terms herein. Except as set forth below, the term of this lease shall not exceed six years, and shall in no case, extend beyond the term of office which the Lessee is serving on the first day of this Lease. Should the Lessee be re-elected to his/her Senate seat after the expiration of his/her term of office which he/she was serving upon the execution of this Agreement, the Lessee may holdover in the leased premises until such time as a new Agreement has been executed. Any month to month holdover may be terminated by either party by providing thirty (30) days advance written notice to the other party.

3. The Lessee and/or Sergeant at Arms shall have the right to terminate this lease without penalty upon the Senator's death, resignation or expulsion from the Senate. This right shall be exercised by providing sixty (60) days advance written notice to the Lessor of the Lessee or Sergeant at Arm's intention to terminate this lease. Notwithstanding the foregoing, this Lease shall terminate immediately upon the Lessee's loss of his/her Senate seat.

4. The Lessee shall be obligated to pay rent to the Lessor in the amount of \$ 592.17 per month (an annual rate of \$ 17.00 per usable square foot.) Said monthly rental payment shall be paid in arrears on or about the last day of each month, the first payment due on November 1, 2004. Said payment, which shall not be adjusted for operating expenses, taxes,

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9-21-04

landlord costs or otherwise, is contingent upon the Lessor's submission, at the beginning of each month, of a proper invoice to the Sergeant at Arms of the United States Senate. Said invoice shall be in a form which is approved by the Sergeant at Arms. Upon the direction of the Lessee and the Sergeant at Arms, the Secretary of the Senate will remit to the Lessor, the sum due on the proper invoice at the end of each month. Any payment made to the Lessor by the Secretary of the Senate for any period after this lease agreement has expired or has otherwise been terminated shall be refunded by the Lessor to the Secretary of the Senate without formal demand. Payments for any fraction of a month shall be prorated on a thirty (30) day basis. Any month to month holdover tenancy, if applicable, shall be at the same base rent as in effect at the expiration of this Agreement.

When implemented by the United States Senate, the monthly rent shall be payable by electronic fund transfer through the Automated Clearing House Network to the Lessors designated bank in accordance with the "United States Senate Disbursing Office Payee/Company Information Form" attached hereto as Attachment I.

5. The Lessor shall provide and pay for the costs of all utilities, including but not limited to, water, electricity, ventilation, heat and air conditioning. Lessor shall provide and pay for the installation of cable television and provide monthly cable service to the premises including CNN, C-SPAN I and C-SPAN II.

6. The Lessor shall provide and pay for the cost of janitorial services to the leased premises which shall include, (1) on a daily basis, trash removal including recycling, cleaning of all washrooms, (2) on a twice weekly basis vacuuming, dusting and, (3) on minimum of twice per year, carpet and window cleaning. Lessor shall also provide and pay the cost of all lighting ballasts, incandescent and fluorescent light bulbs, washroom supplies and all cleaning products.

7. The Lessor shall provide and pay for adequate parking for Lessee and staff in accordance with Lessee's needs to include 2 covered unreserved parking space at the cost of \$0 per space. The Lessee nor his staff shall be required to provide a security deposit or pay for any parking passes or other identification device for parking facilities. Cost of the parking is included in the monthly rent amount set forth in paragraph four above.

8. The Lessor shall provide and pay for security in accordance with Lessee's needs, including adequate lighting in parking areas. Lessor hereby provides authorization for the Lessee to provide and install the security enhancements to the demised premises listed on Exhibit B which is attached hereto and incorporated herein by this reference, at Lessee's sole cost and expense. Lessee shall not be required to return the demised premises to their original condition upon the termination of this lease.

9. The Lessor shall provide and pay for all regular maintenance and necessary repair to the building, grounds, parking facility and the leased premises without limitation including all improvements to said space. Lessor shall provide and pay the cost of supplies for such repair and maintenance..

10. The Lessor shall provide and pay for a suitable building standard sign which designates the Senator's office in accordance with Lessee's specifications. Lessor, at Lessee's request, shall include the Lessee's name in all building directories throughout the building at no

cost to the Lessee. Changes to such directory shall be at no additional cost to the Lessee.

11. The annual rent set forth in paragraph four shall include all applicable Federal, State and local taxes and duties. The annual rent shall include keys for the leased premises including any needed replacement keys as well as electronic security system passes if the building has such electronic security measures.

12. Capital improvements to the leased space shall be made only upon written application to and/or written approval of the Lessor. Any improvement, physical modification or other alteration so requested or required after initial occupancy shall be at Lessor's expense, which may be recouped in the monthly rent subject to and upon prior approval of the Sergeant at Arms. All improvements shall be made in good workmanlike manner, and in accordance with all state and local building codes and in accordance with the American with Disabilities Act of 1990.

13. Notwithstanding any other provision in this lease or any amendment, modification or addition hereto, the maximum annual rate that may be paid to the Lessor for rental of the leased premises, fees associated with physical modifications, capital improvements, operating costs, or any other fee, rent adjustment or otherwise, shall at no time exceed the highest rate per square foot charged Federal agencies on the first day of the lease of such office by the Administrator of General Services, based upon a 100 percent building quality rating, for office space located in the place in which the Senator's office is located multiplied by the number of square feet contained in that office used by the Senator and his employees to perform their duties.

14. The building, grounds, parking accommodations and the leased premises (hereinafter referred to as the "facility") shall be readily accessible to and usable by individuals with disabilities in conformance with the Uniform Federal Accessibility Standards (USAD-appendix A to 41 CFR part 101.19.6) or the American with Disabilities Act Accessibility Guidelines for Building and Facilities (ADAAG-appendix A to 28 CFR part 36). If such facility is an historic property, such facility shall comply to the maximum feasible extent possible provided that the same will not threaten or destroy the historic significance of the facility.

15. The Lessee enters into this lease on behalf of the United States Senate. However, neither the Senate nor its Officers assume any liability for the performance of the agreement. Payments approved by the Sergeant at Arms and disbursed by the Secretary of the Senate of amounts due the Lessor by the Lessee under the terms of this lease are made solely on behalf of the Senator in the Senator's official and representational capacity. The Lessor agrees to look solely to the Lessee for default of payment or otherwise, and such Senator, in his official capacity, assumes all liability for performance of this lease agreement. Lessor shall provide Lessee and the Senate Sergeant at Arms written notification of any default made by Lessee under the terms of this agreement. Prior to the Lessor taking any action against Lessee for default, Lessee shall have thirty (30) days to cure any default after receipt of written notification from Lessor; however, if such default cannot be cured within such period, such reasonable period of time as needed to cure such default. Lessee shall not be subject to surcharges, charges, attorney's fees, interest, penalties or similar fees arising from Lessee's default or otherwise.

16. The Lessor and Lessee acknowledge that the United States Senate, as a self-insured entity of the United States Government, is subject to the Federal Tort Claims Act, Chapter 171 of

Title 28, United States Code, under which recovery may be sought through the Senate Sergeant at Arms for any injury or loss arising under this lease due to the negligent or wrongful act or omission of Lessee or any of Lessee's employees acting within an official scope and capacity.

17. Notice under this agreement shall be delivered to the Lessor at Lee County Board of County Commissioners, Attention: Facilities Management, 1500 Monroe Street, Ft Myers, 33901 and notice to the Lessee shall be delivered to the Lessee at the leased premises and the Office of the Sergeant at Arms of the United States Senate, Room S-151, United States Capitol, Washington, D. C. 20510. The parties agree that they shall provide a copy of this agreement to the Sergeant at Arms.

18. The Lessor certifies and warrants that the Lessor has no conflict of interest, direct or indirect, financial or otherwise, which would be applicable to the performance of the obligations covered by this agreement. If an allegation of a conflict of interest is brought to the attention of the United States Senate, the Lessor agrees to fully cooperate with any investigation of the allegation(s), and will disclose to the United States Senate any other contract(s) to which the Lessor is a party, public or private, or which the Lessor undertakes during the period of this contract (including contracts entered into during the period of this contract which include duties to be fulfilled after the termination of this contract.)

19. This lease constitutes the entire agreement between the parties and each party hereto agrees and acknowledges that there are no other agreements, understandings or obligations except as those set forth herein. Any amendments, additions or modifications to this lease agreement which are inconsistent with the paragraphs set forth herein shall have no force and effect to the extent of such inconsistency unless modified by mutual written agreement by the parties and approved by the Senate Sergeant at Arms.

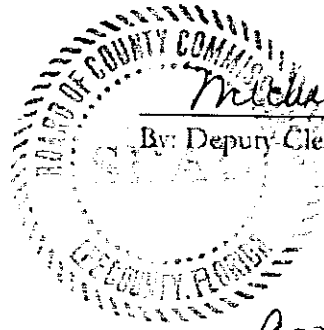
20. Time is of the essence with respect to each and every provision of this lease including delivery of the leased premises. All covenants, conditions and provisions of this lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

21. Lessor shall provide and pay for the cost of all labor, material, permits, drawings, measurements and/or any other costs related to the required construction and tenant improvements as detailed on the floorplan which is attached hereto and made a part hereof. Construction shall include, but not be limited to, construction of certain walls, **new carpet and paint**, installation of electrical outlets, cable TV outlets, and overhead lighting in accordance with all local and state building codes and the Americans with Disabilities Act of 1990. Upon Lessee's approval of the Lessor's layout, plans, and drawings, Lessee shall not be permitted to make any change to those documents that would incur additional cost to the Lessor.

Lessor:

Charlie Green, Clerk

Bob E. Albin
Chairman, Lee County Board of County Commissioners



Michelle G. Cooper
By: Deputy Clerk

[Signature]
Approved as to Legal Form by County Attorney's Office

9-21-04
Date

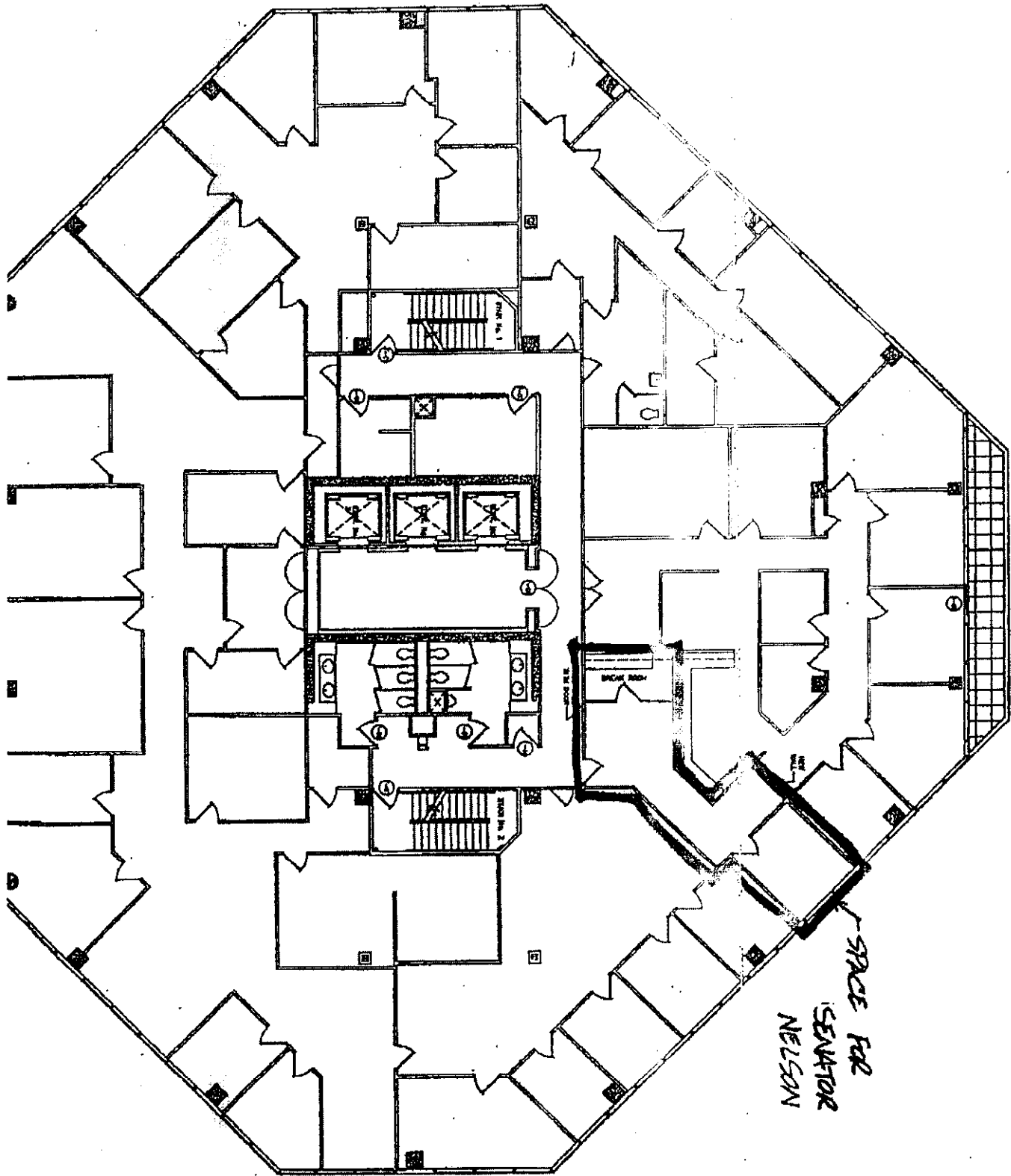
Lessee:

Bill Nelson
United States Senator Bill Nelson

[Signature]
Witness

9/13/04
Date

9/13/04
Date



SPACE FOR
SENSATOR
NELSON