

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

Blue Sheet No. 20051438

1. ACTION REQUESTED/PURPOSE: Authorize Chairman to execute a lease agreement with Iona-McGregor Fire Protection & Rescue Service District for space in their fire stations to house EMS personnel and vehicles. Lease cost is \$600.00 per month for three years with an additional two (2) year renewal.

2. WHAT ACTION ACCOMPLISHES: Fulfills an operational need for secure, protected space to house its personnel and emergency vehicles.

3. MANAGEMENT RECOMMENDATION: Staff recommends approval.

4. Departmental Category: Public Safety (07)

C7A

5. Meeting Date:

12-13-2005

6. Agenda:

- Consent
- Administrative Appeals
- Public Walk-On

7. Requirement/Purpose: (specify)

- Statute
- Ordinance
- Admin. Code
- Other

8. Request Initiated:

Commissioner _____
 Department Public Safety
 Division Emergency Medical Services
 By: John D. Wilson, Director

9. Background:

Iona-McGregor Fire Protection & Rescue Service District is providing Lee County Emergency Medical Services space to house emergency vehicles and personnel at 6061 South Pointe Blvd., 16551 McGregor Blvd., and 15961 Winkler Road, Fort Myers. Lease cost is \$200.00 per station per month or \$600.00 per month for three years plus CAM charges with an additional two (2) year renewal. The rent will be payable annually on or before January 15th of each lease year.

Funds are available: Funds are available: KF5260100100.504410.733

Attachment 1 – Lease Agreement (A)

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.
<i>10/13/05</i>				<i>10/26/05</i>	<i>10/27/05</i>	<i>10/27/05</i>	<i>11/29/05</i>	<i>11/30/05</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN
<i>11-28-05</i>
<i>4:45 pm</i>
COUNTY ADMIN FORWARDED TO:

Rec. by CoAtty
Date: <i>11/28/05</i>
Time: <i>3:30 pm</i>
Forwarded To:
<i>Admin</i>

**LEASE AGREEMENT BETWEEN
IONA-MCGREGOR FIRE PROTECTION & RESCUE
SERVICE DISTRICT & LEE COUNTY**

THIS LEASE AGREEMENT is entered into this ____ day of _____, 2005, between **LEE COUNTY**, a political subdivision and charter county of the State of Florida, hereinafter "Lessee", and **IONA-MCGREGOR FIRE PROTECTION AND RESCUE SERVICE DISTRICT**, an Independent Special Purpose Taxing District, as described in Chapter 97-340, Laws of Florida, hereinafter "Lessor", collectively the "Parties" and shall have an effective date of January 1, 2005.

WITNESSETH:

The Lessor, in consideration of the mutual covenants contained herein, hereby leases to Lessee, for the terms and under the conditions hereinafter set out, those certain premises in **LEE COUNTY, FLORIDA**, described in Exhibit "A", which is attached hereto and hereby incorporated herein.

1. RENT / RENTAL PAYMENT

The rent for the leased premises shall be paid by the Lessee to the Lessor in the amount of Two Hundred and 00/100 Dollars (\$200.00) per station per month, or a total of Six Hundred and 00/100 Dollars (\$600.00) per month, for the term of this Lease. The rent will be payable annually on or before January 15th of each lease year. Rental payments will be paid to the Lessor at: 6061 South Pointe Boulevard, Fort Myers, Florida 33919.

2. **PERSONNEL AND EQUIPMENT**

The Lessee will house an ambulance and a two to three person crew at the locations subject to the terms and conditions of this Lease and described in Exhibit "A".

3. **MAINTENANCE AND REPAIRS**

The Lessor will provide for any required maintenance and repairs of the station facilities, including repairs or replacement of any equipment as may be necessary due to normal usage excluding maintenance of any equipment owned by Lessee. The Lessee will provide for any required maintenance and repairs of equipment owned by Lessee that is brought to the leased premises by Lessee for its use. The Lessee will keep the premises in as good a state of repair as it is at the time of the commencement of this Lease, reasonable wear and tear and unavoidable casualties excepted.

4. **UTILITIES**

The Lessor will bear the full cost of any water service, trash pick-up, use of electricity, telephone services, and any other services provided to the leased premises except for the cost of any utilities services that are used exclusively by the Lessee for its sole benefit such as computer internet lines, specialty telephone services, etc.

5. **USE OF PREMISES**

A. The premises will be used and occupied by the Lessee for the sole purposes of housing emergency vehicles and staff. The premises may not be used for the purposes of carrying out any private business, profession,

12. WAIVER OF DEFAULTS

The waiver by the Lessor of any breach of this Lease by the Lessee will not be construed as a waiver of any subsequent breach(es) of any duty or covenant imposed by this Lease.

13. RIGHT OF LESSOR TO INSPECT

The Lessor, at any reasonable times, may enter into and upon the leased premises for the purpose of viewing the premises and for the purpose of making any repairs required under the terms of this Lease, with or without any prior notice to the Lessee.

14. LIABILITY

The Lessee agrees to indemnify, defend and hold the Lessor harmless from any and all claims, suits, judgments, damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorneys' fees arising out of any errors, omissions, and/or negligence of the Lessee, its employees, agents or representatives. The Lessee shall not be liable to, nor be required to indemnify the Lessor for any damages arising out of any error, omission, and/or negligence of the Lessor, its employees, agents or representatives. This Section shall not be interpreted to be a waiver of sovereign immunity by the Lessee or the Lessor.

15. 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. In the event funds are not lawfully appropriated for any Lease term for the Lessee by the Board of County Commissioners, either

party shall have the right to terminate this Lease upon thirty (30) days written notice to the other party.

16. HOLDOVER BY LESSEE

If the Lessee remains in possession of the premises with the consent of the Lessor after the natural expiration of this Lease, a new tenancy from month to month will be created between the Lessor and the Lessee. The new tenancy will be subject to all terms and conditions of this Lease Agreement, but will be terminable on thirty (30) days written notice served by either the Lessor or the Lessee on the other Party.

17. RIGHT TO TERMINATE

The Lessee or the Lessor has the right to terminate this Lease upon giving one (1) year advance written notice to the Lessee or the Lessor by Certified Mail, Return Receipt Requested. The Lessor may not accelerate Lease payments for the remainder of the Lease's duration. Notice will be effective when received by the Parties.

18. NOTICES AND INVOICES

All notices required to be served upon the Lessee will be served by Certified Mail, Return Receipt Requested, at the Lee County Emergency Medical Services, Post Office Box 398, Fort Myers, Florida 33902; all notices required to be served upon the Lessor will be served by Certified Mail, Return Receipt Requested, at Iona-McGregor Fire Protection and Rescue Service District, 6061 South Pointe Boulevard, Fort Myers, Florida 33919.

19. DEFINITION OF TERMS

- A. The terms “Lease”, “Lease Agreement”, or “Agreement” will be inclusive of each other and also includes renewals and extensions of modifications of this Lease.
- B. The terms “Lessor” and “Lessee” includes the heirs, or successors in interest to the Parties hereto.
- C. The singular will include the plural and the plural will include the singular whenever the context so requires or permits.

20. QUIET ENJOYMENT

The Lessor covenants that upon performing the covenants contained in this Lease Agreement, the Lessee may peacefully and quietly have, hold, and enjoy the premises for the agreed term.

21. WRITTEN AGREEMENT

This Lease contains the entire Agreement between the Parties hereto. It may be modified only by Resolution approved by the Board of County Commissioners and with the agreement to such modification by the Lessor.

22. APPLICABLE STATE LAW

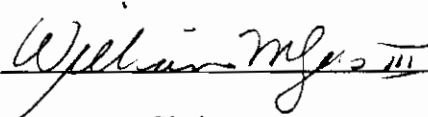
This Lease Agreement shall be interpreted pursuant to the laws of the State of Florida and the United States, when applicable and venue of any legal proceedings shall be Fort Myers, Lee County, Florida.

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

ATTEST:

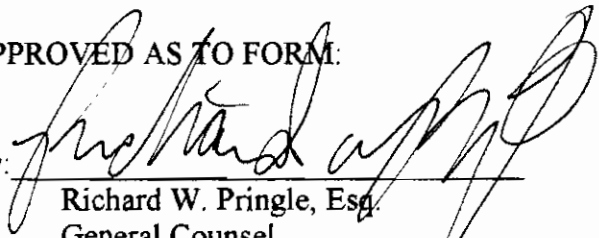
**IONA-MCGREGOR FIRE PROTECTION
AND RESCUE SERVICE DISTRICT**

Secretary

By: 
Chairman

(SEAL)

APPROVED AS TO FORM:

By: 
Richard W. Pringle, Esq.
General Counsel
Iona-McGregor Fire Protection and
Rescue Service District

ATTEST: CHARLIE GREEN
CLERK OF COURTS

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

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM:

By: _____
Office of the County Attorney

EXHIBIT A

1. The Fire Station improvements owned by Iona McGregor Fire Protection and Rescue Service District located at 6061 South Pointe Boulevard, Fort Myers, Florida 33919.
2. The Fire Station improvements owned by Iona McGregor Fire Protection and Rescue Service District located at 16551 McGregor Boulevard, Fort Myers, Florida 33908.
3. The Fire Station improvements owned by Iona McGregor Fire Protection and Rescue Service District located at 15961 Winkler Road, Fort Myers, Florida 33908.