

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

Blue Sheet No. 20051672

**1. ACTION REQUESTED/PURPOSE:** Approve lease with Central Park Office Complex LLC for 4,762.5 s.f. of warehouse/office space located at 5461 Division Drive, Unit #1 in the Billy Creek Commerce Center in Ft. Myers, Florida. Base rental cost will be \$9.14 per s.f. per year or \$43,529.25 for the first year. Lease will be for five years with the option to renew for an additional five years. There will be no CAM costs related to this lease. Lease will increase 4% annually and can be terminated by giving the Lessor three months advance written notice.

**2. WHAT ACTION ACCOMPLISHES:** Allows for EMS to have warehouse space to store their Regional Domestic Security Task Force supplies in East Ft. Myers that will be near Interstate 75 which will allow for rapid deployment via I-75 to the nine counties in FDLE area.

**3. MANAGEMENT RECOMMENDATION:** Approve.

<b>4. Departmental Category:</b> 7 <span style="font-size: 2em; font-weight: bold; margin-left: 50px;">C7B</span>		<b>5. Meeting Date:</b> 12-13-2005
<b>6. Agenda:</b>	<b>7. Requirement/Purpose: (specify)</b>	<b>8. Request Initiated:</b>
<input checked="" type="checkbox"/> Consent	Statute _____	Commissioner _____
<input type="checkbox"/> Administrative	Ordinance _____	Department Public Safety
<input type="checkbox"/> Appeals	<input checked="" type="checkbox"/> Admin. Code AC-4-1	Division EMS
<input type="checkbox"/> Public	Other _____	By: John Wilson, Director <i>[Signature]</i>
<input type="checkbox"/> Walk-On		

**9. Background:**

Facilities Management was asked to find warehouse/office space for EMS in the East Ft. Myers area of the county that would be near Interstate 75. The Division of Public Safety needed warehouse space to store components of their Regional Domestic Security Task Force (RDSTF) supplies in this area so that they could have ingress and egress to the Interstate highway for rapid deployment via I-75 to the nine counties in FDLE Area Six. These emergency response items must remain stored in pallet-ready and commodity specific groups that will facilitate rapid loading and delivery by ground or air to the nine counties in our RDSTF region. Lee County has mutual aid agreements for storage, delivery, deployment and use that facilitate our need for this space. This warehouse will also serve as a resupply staging area for EMS supplies and equipment. Facilities found a newly built warehouse/office complex in the Billy Creek Commerce Center in East Ft. Myers and proceeded to negotiate this lease.

**FUNDING WILL BE AVAILABLE IN THE FOLLOWING ACCOUNT STRING:**

**KF260100100.504410 .733**

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

Attachments: 2 Original Lease Agreements

**10. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services	County Manager/P.W. Director								
<i>[Signature]</i>	N/A				<table border="1" style="width:100%; font-size: 0.8em;"> <tr> <td>Analyst</td> <td>Risk</td> <td>Grants</td> <td>Mgr.</td> </tr> <tr> <td><i>[Signature]</i></td> <td><i>[Signature]</i></td> <td><i>[Signature]</i></td> <td><i>[Signature]</i></td> </tr> </table>	Analyst	Risk	Grants	Mgr.	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i> F.S.O. 12/1/05
Analyst	Risk	Grants	Mgr.											
<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>											

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY  
 COUNTY ADMIN: *[Signature]*  
 11-22-05  
 7:20 AM  
 COUNTY ADMIN  
 FORWARDED TO: *[Signature]*  
 12/1/05  
 4/2/11

Rec. by CoAtty  
 Date: 12/2/05  
 Time: 11:00 AM  
 Forwarded To:  
 Admin  
 11/22 2:15 PM

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 Central Park Office Complex LLC, 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:

**5461 Division Drive, Unit #1  
Billy Creek Commerce Center  
Ft. Myers, Florida 33905**

which shall constitute an aggregate area of 4,762.5 square feet of net rentable office/warehouse, at a rate of \$9.14 per square foot per year. The Lessor shall also provide parking spaces at the building for the non-exclusive use of the Lessee as part of this Lease Agreement.

**I. TERM**

**TO HAVE AND TO HOLD** the term for the above described premises will commence upon occupancy by Lessee and will continue in effect for a period of five years.

**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 three thousand six hundred twenty-seven dollars and forty-four cents (3,627.44) per month for the first year of the rental period described in Article I of this lease. The rent for any fractional part of the first month shall be prorated. Beginning the second year of the initial term, and annually thereafter, the base rental cost will increase by 4% as specified below:

	<u>Per Sq. Ft.</u>	<u>Monthly</u>	<u>Yearly</u>
Year 2	\$ 9.51	\$3,772.54	\$45,270.42
Year 3	\$ 9.89	\$3,923.44	\$47,081.24
Year 4	\$10.29	\$4,080.37	\$48,964.49
Year 5	\$10.70	\$4,243.59	\$50,923.07



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: 4911 Linkside Dr., Punta Gorda, FL 33955.

### **III. ADDITIONAL RENT**

There will be no additional related to this Lease.

### **IV. HEATING, AIR CONDITIONING AND JANITORIAL SERVICES**

1. The Lessor agrees to furnish to the Lessee heating and air conditioning equipment and shall maintain any warranty issues for the period that the warranty is in effect. The Lessee shall 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 Lessee, except for those items that are under warranty during the warranty period.

2. The Lessee agrees to furnish janitorial services and all necessary janitorial supplies for the leased premises during the term of the lease.

### **V. 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.

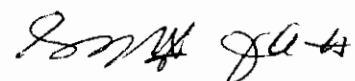
### **VI. MAINTENANCE AND REPAIRS**

The Lessee 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, including the roof, 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.

### **VII. UTILITIES**

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



### **VIII. HANDICAPPED STANDARDS AND ALTERATIONS**

1. The Lessor agrees that the stated premises now conform, or that prior to Lessee's occupancy, the said premises shall, at Lessor's expense, 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.

### **VIX. 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.

### **X. 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 Lessee 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.

### **XI. 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.

**XII. 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.

**XIII. 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.

**XIV. 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.

**XV. 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.

**XVI. 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

*JMA JAT*

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.

**XVII. 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.

**XVIII. 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 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.

*JSA JAC*

**XIX. 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.

**XX. 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.

**XXI. RENEWAL**

The Lessee is hereby granted the option to renew this Lease for one, five year renewal period 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.

**XXII. RIGHT TO TERMINATE**

The Lessee shall have the right to terminate this lease upon giving three (3) 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.

**XXIII. NOTICES AND INVOICES**

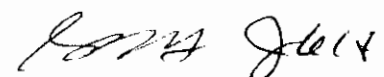
All notices required to be served upon the Lessor shall be served by Registered or Certified Mail, Return Receipt Requested, at 4911 Linkside Drive, Punta Gorda, FL 33955 and all notices required to be served upon the Lessee shall be served by Registered or Certified Mail, Return Receipt Requested, at the address of the Lessee at P.O. Box 398, Ft. Myers, FL 33902-0398, Attention: Facilities Management. Invoices should be submitted monthly to Lee County Finance Department, P.O. Box 2238 Fort Myers, Florida 33902.

**XXIV. CONTACTS**

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

**XXV. 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.

**XXVI. MISCELLANEOUS PROVISIONS**

Lessor grants to Lessee permission to install air conditioning units and insulation in the warehouse portion of the Premises for use by the Lessee. This unit will be maintained by Lessee during the term of this Lease and any renewal periods thereafter.

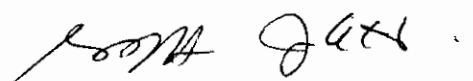
**XXVII. WRITTEN AGREEMENT**

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.

**XXVIII. 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 SPACE INTENTIONALLY LEFT BLANK**

A handwritten signature in black ink, appearing to read "R. M. J. H.", is located in the bottom right corner of the page.



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.

Jewel A. Henry  
LESSOR

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of Nov, 2005 by STEVEN HENRY +, who is personally known to me or who has produced \_\_\_\_\_ as identification and did/did not take an oath.

JEWEL HENRY

Lucy W. Moughton  
Notary



Lucy W Moughton  
Commission No. 02145008  
Expires August 26, 2006

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 Warehouse at Billy Creek/my documents 2)

LSH

# ACORD CERTIFICATE OF LIABILITY INSURANCE

11/17/2003

**PRODUCER** (239)337-2221 FAX (239)337-4934  
**Lott & Gaylor, Inc.**  
 2120 W. First St.  
 Fort Myers, FL 33901  
 Dawn Bemis

**INSURED** Central Park Office Complex LLC  
 C/O Steven & Jewel Henry  
 4911 Linkside Dr  
 Punta Gorda, FL 33955

**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 #
INSURER A: First Community Insurance Co	
INSURER B:	
INSURER C:	
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 INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	090004964236-6-00	10/31/2005	10/31/2006	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WORKERS COMPENSATION - STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**CERTIFICATE HOLDER**

Lee County Board of County Commissioners  
 Attn: Facility Mgmt  
 P.O. 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 MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
 Phil Gaylor *Phillip M. Gaylor*