

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

Blue Sheet No. 20051741

**1. ACTION REQUESTED/PURPOSE:** Approve lease with Lions Paw, LLC for 4,815 sq. ft. of space in the facility located at 1490 N.E. Pine Island Road in Cape Coral, Florida. Lease is for 5 years with the option to renew for an additional 5 years upon the same terms and conditions. Base rental cost is \$13.00 per sq. ft. per year or \$62,595 for the first year. CAM costs will be \$3.50 per sq. ft. per year or \$16,852.50 for the first year. Base rental cost will increase 3% annually, after the first year. Lease can be terminated by giving Lessor 9 months advance written notice. Also approve transfer of funds from Reserves in the amount of \$302,965.00 for one time start up costs and rental costs through the remainder of FY 05/06.

**2. WHAT ACTION ACCOMPLISHES:** Allows Lee County Government to provide additional office space for the State Attorney, in the Cape Coral area.

**3. MANAGEMENT RECOMMENDATION:** Approve.

<b>4. Departmental Category:</b> 2 <span style="margin-left: 100px;"><b>C2E</b></span>		<b>5. Meeting Date:</b> 12-20-2005
<b>6. Agenda:</b> <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	<b>7. Requirement/Purpose: (specify)</b>	
	<input type="checkbox"/> Statute	
	<input type="checkbox"/> Ordinance	
	<input checked="" type="checkbox"/> Admin. Code	AC-4-I
	<input type="checkbox"/> Other	
		<b>8. Request Initiated:</b> Commissioner _____ Department Construction & Design Division Facilities Management By: Richard Beck, Director <i>Richard Beck/jr</i>

**9. Background:** The State Attorney's office has been located in the Lee County Government Building in Cape Coral since it opened. They are currently occupying approximately 3,200 sq. ft. of space in that building. Due to growth and increased staffing, the current space is not adequate and additional space is needed. Since there were no options for additional space in the Cape Government Building, and it was important to keep this office located in the Cape Coral area, the State Attorney's office came to Facilities Management to assist in finding additional space. Facilities located new office space at 1490 N.E. Pine Island Road and negotiated a lease.

**UPON TRANSFER, FUNDING WILL BE AVAILABLE IN THE FOLLOWING ACCOUNT STRING:**

ED6020200100.504410

County & Circuit Courts/State Attorney/General Fund/Land & Building Rental

Attachments: 2 Original Lease Agreement  
Budget Transfer Sheet

**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>Samuel</i> 12-6-05	N/A			<i>W</i> 12/6/05	<i>CA</i> 12/7/05	<i>MP</i> 12/7/05	<i>MP</i> 12/7/05	<i>MP</i> 12/7/05	<i>Samuel</i> 12-6-05

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY  
COUNTY ADMIN: *LP*

12-6-05

3pm

12/5/05

3pm

Rec. by CoAtty

Date: 12/6/05

Time: 1:35pm

Forwarded to:



LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
P.O. BOX 398  
FT. MYERS, FL 33902-0398

**THIS LEASE AGREEMENT**, entered into this \_\_\_\_\_, day of \_\_\_\_\_, 2005, between Lion Paw 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:

**Central Cape Business Park  
1490 NE Pine Island Road  
Building VIII Units D,E,F  
Cape Coral, Florida 33909**

which shall constitute an aggregate area of 4,815 square feet of net rentable office space measured in accordance with the American National Standard Z65.1 - 1991 as published by the Building Owners and Managers Association International, at a rate of \$ 13.00 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 above described premises for a term commencing on the 1<sup>st</sup> day of January, 2006 to and including the 31<sup>th</sup> day of December, 2010.

**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 Five thousand two hundred and sixteen dollars and twenty-five cents (\$5,216.25) 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 three 3% per cent as indicated in the schedule below:

\$ 5,216.25	per month	months 1 thru 12
\$ 5,372.74	per month	months 13 thru 24
\$ 5,533.92	per month	months 25 thru 36

\$ 5,699.94	per month	months 37 thru 48
\$ 5,870.94	per month	months 49 thru 60

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: PO Box 301 Sanibel Florida 33957.

### **III. ADDITIONAL RENT**

In addition to the base rental rate, there will be an annual Common Area Maintenance (CAM) charge of \$ 3.50 per square foot per year, or One thousand, four hundred and four dollars and thirty-eight cents (\$1,404.38) per month, for the first year of the initial lease term described in Article I of this lease. It is acknowledged between the Lessor and Lessee that this rate may increase or decrease on an annual basis. Lessor will provide Lessee with a statement of actual costs for Common Area Maintenance on an annual basis.

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

1. Throughout the Term, Lessor, on behalf of Lessee shall enter into and maintain, as a common area cost and expense, a maintenance contract with a service contractor which contract shall provide for and Landlord shall through such contractor perform or cause to be performed routine maintenance on the heating, cooling and ventilating system serving the Premises, including, but not limited to, timely changing of filters (at least quarterly), adjustment and inspection of air handling mechanisms, control equipment, inspection, maintenance and performance of necessary lubrication, testing and other such normal maintenance procedures.

2. 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 suitable light fixtures as part of the construction build out of the stated premises, 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, except such breakage or damage caused to the exterior of the stated premises by the Lessee, its officers, or agents.

Lessee shall replace, at its sole cost and expense, any and all plate and other glass in or about the Premises damaged or broken from any cause whatsoever.

#### **VII. UTILITIES**

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

#### **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 is in accordance with the fire safety standards of the State Fire Marshall. The Lessee 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 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 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.

#### **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 term 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 nine (9) 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 PO Box 301 Sanibel Florida 33957 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, Attention: Facilities Management, Ft. Myers, Florida 33902-0398. 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 Joel Kronfeld.

**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**

Lessee is granted permission to place a generator on the property for use as a backup source of energy during power failures. This generator will be maintained by Lessee at Lessee's expense.

**XXVII. WRITTEN AGREEMENT**

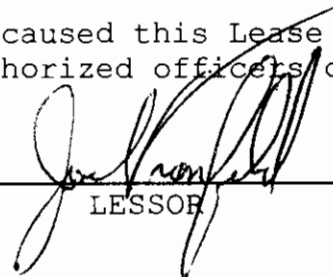
This lease contains the entire agreement between the parties hereto and it may be modified only by a writing, with the approval of the Board of County Commissioners and the agreement to such modification by the Lessor.

**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**

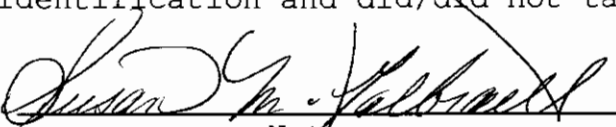

IN WITNESS WHEREOF, the LESSOR and LESSEE have caused this Lease Agreement to be executed by their respective and duly authorized officers on the day and year first written above.

  
\_\_\_\_\_  
LESSOR

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 17 day of Oct, 2005 by JOEL KRONFELD, who is personally known to me or who has produced \_\_\_\_\_ as identification and did/did not take an oath.

  
\_\_\_\_\_  
 **Susan M. Galbraith**  
Commission # DD444041  
Expires August 30, 2009  
Printed Name of Notary

\_\_\_\_\_  
Commission Expires

ATTEST:

\_\_\_\_\_  
CHARLIE GREEN, CLERK

TAMMARA HALL,  
CHAIRWOMAN

\_\_\_\_\_  
CHAIRMAN, LEE COUNTY BOARD OF  
COUNTY COMMISSIONERS

\_\_\_\_\_  
BY: DEPUTY CLERK

\_\_\_\_\_  
APPROVED AS TO LEGAL FORM BY  
COUNTY ATTORNEY'S OFFICE

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID JH  
LTONP-1

DATE (MM/DD/YYYY)  
10/17/05

**PRODUCER**  
Olin Hill & Associates Inc.  
2804 Del Prado Blvd. #107  
Cape Coral FL 33904  
Phone: 239-945-1900

**INSURED**  
Lion Paw, LLC  
4090 W Gulf Drive  
Sanibel FL 33957

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: Zurich Insurance Services	
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.

INSTR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PFR <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PAS01065434	08/15/05	08/15/06	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
		<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 (Ea 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 EA ACC \$ AUTO ONLY 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				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> 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 is listed as Additional insured pertaining to the general liability policy.

## CERTIFICATE HOLDER

LEECO02

Lee County Board of County Commissioners  
 Facilities Management  
 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 30 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