

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

Blue Sheet No. 20060103

1. ACTION REQUESTED/PURPOSES:

Approve lease amendment to existing agreement between the Lee County Board of County Commissioners and the Tice Fire District for use of property located at 5170 Tice Street, Ft. Myers. This amendment will allow the Parks & Recreation Division to relocate their Heavy Equipment operation from Terry Park.

2. WHAT ACTION ACCOMPLISHES:

This action will provide the Parks & Recreation Heavy Equipment operation a suitable facility and free up almost two acres at Terry Park for use by our citizens and visitors.

3. MANAGEMENT RECOMMENDATION:

Parks & Recreation recommends approval of the lease amendment.

4. Departmental Category: 11 **CIA** **5. Meeting Date:** 02-21-2006

6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify)		8. Request Initiated:
	<input type="checkbox"/> Statute	<input type="checkbox"/>	Commissioner
	<input type="checkbox"/> Ordinance	<input type="checkbox"/>	Department <u>Parks & Recreation</u>
	<input type="checkbox"/> Admin. Code	<input type="checkbox"/>	Division
	<input checked="" type="checkbox"/> Other	<input type="checkbox"/>	By: <u>John Yarbrough</u> <i>John Yarbrough</i>

9. Background:

The Tice Fire District recently moved to a new Fire Station and no longer needed complete use of the facility they leased from Lee County. Parks & Recreation had a goal to relocate the Heavy Equipment operation from Terry Park to a more suitable site. This agreement will put this industrial activity in a zoned industrial area and remove it from a park. The Tice facility will improve the efficiency of this group by placing it closer to a fueling station (Zip Drive) and I-75. This move will also benefit the adjacent private residences around Terry Park, as they will no longer have the industrial activity of this operation to tolerate. The areas needed were agreed to and both parties have worked to make this arrangement beneficial to all. The property is adjacent to Lee County's DOT Zip Drive facility and just down the street from Lee County Utilities shop and yard.

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
<i>JY 2-2-06</i>				<i>[Signature]</i>	Analyst	Risk	Grants	Mgr.	
				<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY	<i>[Signature]</i>
COUNTY ADMIN:	<i>[Signature]</i>
2-2-06	
4:42	
COUNTY ADMIN	<i>[Signature]</i>
FORWARDED TO:	<i>[Signature]</i>
2/9/06	
2:50pm	

Rec. by CoAtty	<i>[Signature]</i>
Date:	<i>2/10/06</i>
Time:	<i>3:25pm</i>
Forwarded To:	

**AMENDED LEASE AGREEMENT
BETWEEN LEE COUNTY AND TICE FIRE & RESCUE DISTRICT
FOR PROPERTY AT 5170 TICE STREET**

This Amended Lease Agreement is made this _____ day of _____, 2006, by and between Lee County Board of County Commissioners (hereinafter referred to as "County"), and the Tice Fire & Rescue District (hereinafter referred to as "Fire District") In consideration of the mutual promises contained herein, the parties agree to the following:

WITNESSETH:

WHEREAS, the Fire District has relocated to a new fire station and finds that it no longer needs to occupy the entire property located at 5170 Tice Street, Fort Myers, FL 33905 ("Property") which was subject to the Lease Agreement; and

WHEREAS, the Fire District wishes to modify its Lease Agreement (from the period of September 1, 2003 to August 31, 2008) to allow the County to occupy the property except for the Fire District's continued use one equipment bay; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to modify the lease agreement as follows:

The recitals as set forth above are hereby incorporated into the terms of the original agreement.

I. LEASE OF SPACE

1. The County will provide the Fire District with the exclusive use of one equipment bay (east) and the former dormitory area for the remainder of the lease term. The Fire District and the County will share use of the restroom, kitchen and lounge area. Lee County's Department of Parks and Recreation will resume use of the remainder of the property.
2. The Fire District is granted the right to use other areas of the property on an "as needed" basis when available when not in use by the County. The Fire District must reserve such area on a month-to-month, "as available" basis from the County.

II. MAINTENANCE AND UTILITIES:

1. The Fire District will remove any fuel tanks it placed on the property and clean-up any leaks or discharge therefrom on the property. The Fire District will repair the interior gutter problem located in the west bay and clear the areas that will be exclusively used by Parks and Recreation of all remaining Fire District equipment.
2. Upon the County's occupancy of the property, the County will assume the responsibility for all exterior maintenance and all interior maintenance of areas exclusively used by Parks and Recreation as well as the common area of the lounge, restrooms and kitchen. The Fire District will be responsible for all interior maintenance of area used exclusively by the District.
3. The County will be responsible for all expenses for electric, water, sewer and grounds maintenance and for insuring the structure. Fire District is responsible for insuring their equipment and activities.

III. NOTICES:

Notices referred to in this Amended Lease Agreement shall be written, signed and delivered to the notified party at the following addresses:

Lee County:

John Yarbrough, Director
Parks & Recreation
P.O. Box 398
Fort Myers, FL 33902

Tice Fire & Rescue
District

Chief Gregory A. Bradley

5170 Tice Street

Fort Myers, FL 33905

- IV.**
1. All other terms and conditions of the Lease not amended hereby are in full force and effect and binding upon the parties thereto.
 2. This Amended Lease Agreement shall become effective upon its execution by the Parties. This Amendment, and any subsequent Amendments thereto,

shall be filed with the Clerk of the Circuit Court for Lee County.

IN WITNESS WHEREOF, the County and the Fire District have executed this

Amended Lease Agreement on the _____ day of _____, 2005.

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

WITNESSES:

TICE FIRE AND RESCUE DISTRICT

Witness

BY: _____
Chief

Witness

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2005 by _____, who is personally known to me or who has produced _____ as identification.

Notary Public
Printed Name: _____

EXHIBIT "A"

SKETCH

Tice Fire / Rescue District
5170 Tice Street



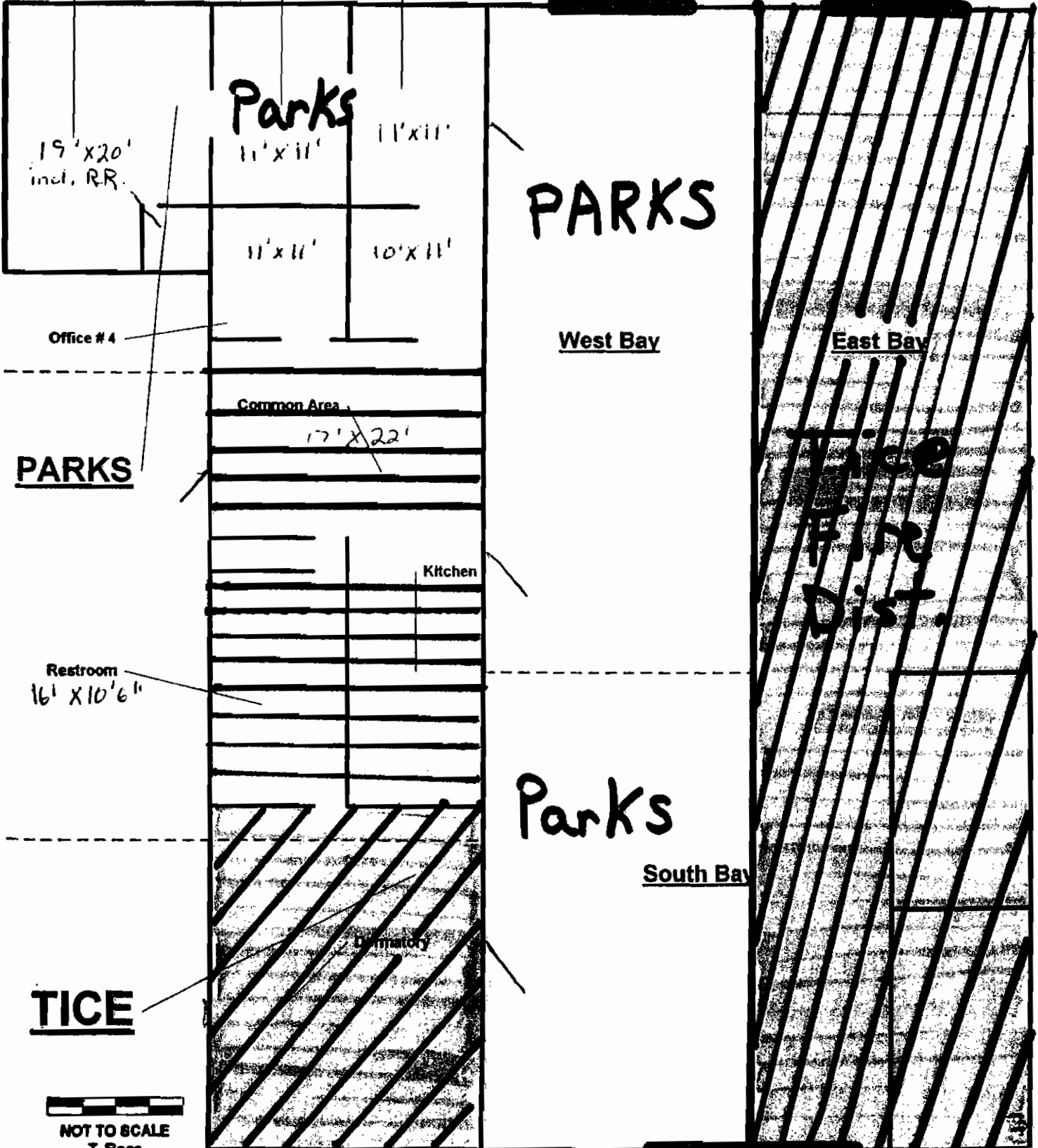
= Common Areas
= Tice Fire District

Office # 1

Office # 2

Office # 3

Remainder of structure Lee County 16' P & R 40



TICE

NOT TO SCALE

EXHIBIT "B"
INSURANCE GUIDE

1. Minimum Insurance Requirements: Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendor's interest or liabilities, but are merely minimums.
 - a. Workers' Compensation - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees. Employers' liability will have minimum limits of:
 - \$100,000 per accident
 - \$500,000 disease limit
 - \$100,000 disease limit per employee
 - b. Commercial General Liability - Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability exposures with minimum limits of:
 - \$500,000 bodily injury per person (BI)
 - \$1,000,000 bodily injury per occurrence (BI)
 - \$500,000 property damage (PD) or
 - \$1,000,000 combined single limit (CSL) of BI and PD
2. Special Requirements:
 - a. Ten (10) days prior to the commencement of any work under this contract a certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
 1. **"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials"** will be named as an "Additional Insured" on the General Liability policy.
 2. Lee County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).

- c. It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.