

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

Blue Sheet No. 20061212

1. ACTION REQUESTED/PURPOSE: Authorize the Chairwoman to execute an Addendum to Lease Agreement Between City of Fort Myers and Lee County Board of County Commissioners for Fire Station at Terry Park.

2. WHAT ACTION ACCOMPLISHES: Expands the Fire Station to include housing Emergency Service Medical (EMS) personnel.

3. MANAGEMENT RECOMMENDATION: Approve Addendum to Lease Agreement

4. Departmental Category: **C12A** **5. Meeting Date:** **Sept. 26, 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) Statute _____	8. Request Initiated: Commissioner _____ Department <u>County Attorney</u> Division <u>General Services</u> By: _____ Andrea R. Fraser, Chief Assistant County Attorney
	Ordinance _____	
	Admin. Code _____	
	Other _____	

9. Background:

This Addendum to the Lease Agreement provides for the expansion of the Terry Park Fire Station. The addition to the Fire Station will be approximately one thousand five hundred (1,500) square feet of living space.

The City of Fort Myers approved the Addendum to the Lease Agreement at its regular meeting on August 21, 2006.

ATTACHMENT: (4) Original Addendum to Lease Agreement

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
<i>[Signature]</i>	<i>[Signature]</i>			<i>[Signature]</i>	Analyst	Risk	Grants	Mgt.	<i>[Signature]</i>
9/12/06	9/12/06			Fraser	9/13/06	8/12/06	9/12/06	9/13/06	

11. Commission Action:

Approved
 Deferred
 Denied
 Other

RECEIVED BY
COUNTY ADMIN: *[Signature]*
9/13/06 8:20 mp.
COUNTY ADMIN
FORWARDED TO: *[Signature]*
9/14/06
11 am

**ADDENDUM TO LEASE AGREEMENT
BETWEEN
CITY OF FORT MYERS AND
LEE COUNTY BOARD OF COUNTY COMMISSIONERS
FOR FIRE STATION AT TERRY PARK**

THIS AGREEMENT entered into this ____ day of _____, 20____, by the **CITY OF FORT MYERS**, a municipal corporation of the State of Florida, (hereinafter referred to as "CITY"), and **LEE COUNTY**, a political subdivision and charter county of the State of Florida, (hereinafter referred to as "COUNTY"), collectively the "Parties", hereto.

WHEREAS, on August 17, 1977, the Parties entered into that certain Lease Agreement for the construction of a fire station at Terry Park; and

WHEREAS, the construction of the fire station has been a benefit to Terry Park and the continued growth of Lee County and in the community surrounding Terry Park resulting in the need to expand the fire station to include housing Emergency Service Medical (EMS) personnel; and

WHEREAS, the Parties amended the Lease Agreement on November 29, 2005; and

WHEREAS, the Parties now desire to enter into an Addendum to those certain Lease Agreements regarding the fire station..

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES AND COVENANTS HEREIN CONTAINED, the CITY and COUNTY hereby agree as follows:

1. The Recitals set forth above are hereby incorporated into the terms of this Addendum as if set out here at length.

2. The COUNTY will pay all construction costs associated with the addition to the fire station described in Exhibit "A" and will select the construction contractor through its procurement process. The CITY has no involvement regarding any aspect of the construction.

3. The addition to the fire station will be approximately one thousand five hundred (1,500) square feet of living space, which does not include apparatus bay parking space.

4. During the term of this Lease, the CITY will make available to the COUNTY, enclosed apparatus bay parking space in the building capable of housing an emergency medical vehicle.

5. The COUNTY, as part of the construction project, will pay for the installation of a generator capable of powering the entire facility during an emergency.

6. The Parties hereto agree that the right of use of the described space in Exhibit "A" shall be for a term of thirty (30) years upon execution of the Agreement. Should the right to use be terminated by the CITY as described herein, the sums paid by the COUNTY shall be repaid to the COUNTY on a pro-rata basis for the years that the space was made available over the term of this Agreement .

7. After completion of the project, the CITY will maintain the facility and will pay all utilities. The COUNTY and CITY agree that at the end of ten (10) years after execution of this Lease to negotiate Common Area Maintenance (CAM) charges. The CAM charges will be adjusted annually for inflation by February of the next budgetary cycles.

8. It is hereby agreed that either Party may terminate this Agreement upon giving the other Party written three hundred sixty-five (365) day notice, and the sums described in Paragraph 2. and 6. above shall be refunded upon termination of the Agreement.

9. During the term of this Agreement, the COUNTY agrees to maintain liability insurance on vehicles and worker's compensation on personnel assigned to said vehicles in such amounts as shall be reasonably required by the CITY.

10. During the term of this Agreement, the CITY agrees to maintain fire, windstorm and flood insurance on the fire station as deemed appropriate by the CITY.

11. During the term of this Agreement, in the event of a partial loss or destruction of the fire station, so as to render the space unusable by the COUNTY, the term of this Agreement shall automatically extend for the time that the space is not usable.

12. During the term of this Agreement, in the event of a total loss or destruction of the fire station, so as to render the space unusable, the CITY shall determine if the fire station is to be rebuilt.

Should rebuilding occur, the COUNTY shall be entitled to all benefits of Paragraph 11. hereof. Should the fire station not be rebuilt, the COUNTY shall be entitled to all remedies contained in Paragraph 8. hereof to the extent insurance proceeds are available. Nothing contained herein shall limit the Parties' ability to terminate in accordance with Paragraph 8. hereof.

13. This Agreement includes housing COUNTY emergency vehicles and personnel on a regular basis, as it is deemed necessary for protection of the residents and businesses of the CITY. The Parties hereto reserve the right to enter into such additional interlocal agreements as may be in the best interests of the Parties hereto and the citizens of the COUNTY and the CITY.

14. The Chief of the CITY and COUNTY will agree, by a separate executed letter, to develop a list of duties and guidelines for County employees to follow while regularly housed on the property described in Exhibit "A".

15. This Agreement shall be binding on the Parties hereto, their successors in interest or assigns.

16. This Agreement shall be not recorded in the Public Land Records of Lee County, Florida. This Agreement shall, however, be made a part of the public records of the Parties hereto.

17. The COUNTY will be liable for money damages in tort for any injuries to or loses of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(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 liable in accordance with the general laws of the State of Florida, subject to the limitations of one hundred thousand dollars (\$100,000.00) or any claim or judgment, or portions thereof, which when totaled with all other claims or judgments paid by the COUNTY arising out of the same incident or occurrence, does not exceed the sum of two hundred thousand dollars (\$200,000.00), as set out in Section 768.28, Florida Statutes, as it may be revised or amended from time to time.

18. The CITY 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 omission(s) of any official or employee of the CITY 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 liable in accordance with the general laws of the State of Florida, subject to the limitations of one hundred thousand dollars (\$100,000.00) or any claim or judgment, or portions thereof, which when totaled with all other claims or judgments paid by the CITY arising out of the same incident or occurrence, does not exceed the sum of two hundred thousand dollars (\$200,000.00), as set out in Section 768.28, Florida Statutes, as it may be revised or amended from time to time.

19. The Parties agree that by execution of this Agreement, no Party will be deemed to have waived its statutory defense of sovereign immunity, or increased its limits of liability as provided by Florida Statutes.

20. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

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IN WITNESS WHEREOF, the Parties have set their hands and seals on the day,
month and year first written above.

ATTEST:

BY: Morie Adams
City Clerk

CITY OF FORT MYERS

BY: Anthony L. Shoemaker
Anthony L. Shoemaker, City Manager

APPROVED AS TO FORM:

BY: Grant W. Alley 8/27/06
Grant W. Alley, City Attorney

ATTEST: CHARLIE GREEN
CLERK OF COURTS

BY: _____
Deputy Clerk

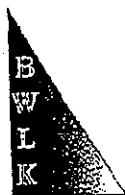
BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Tammara Hall, Chairwoman

APPROVED AS TO FORM:

BY: _____
Office of the County Attorney

EXHIBIT "A"



Bean, Whitaker, Lutz & Kareh, Inc.

13041 McGregor Boulevard
Fort Myers, Florida 33919-5910
email - fmoffice@bwk.net
(Ph) 239-481-1331 (Fax) 239-481-1073

A Parcel of Land
Lying in
Section 7, Township 44 South, Range 25 East
City of Fort Myers, Lee County, Florida
(East Fort Myers Fire Station Site at Terry Park)

A tract or parcel of land lying in the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4), Section 7, Township 44 South, Range 25 East, City of Fort Myers, Lee County, Florida, which tract or parcel is described as follows:

Commencing at the intersection of the east line of Terry Street (50 feet wide) and the southeasterly line of Palm Beach Boulevard (State Road No. 80) (80 feet wide); thence S01°21'45"E along said east line of Terry Street for 141.63 feet to a concrete monument and the Point of Beginning; thence N88°38'15"E perpendicular to said east line of Terry Street for 120.00 feet to a concrete monument; thence S46°21'45"E for 70.71 feet to a concrete monument; thence S01°21'45"E parallel with said east line of Terry Street for 151.52 feet to a concrete monument; thence continue S01°21'45"E for 10.00 feet to an iron rod with cap stamped LB4919; thence S89°06'05"W for 170.01 feet to an iron rod with cap stamped LB4919 on said east line of Terry Street; thence N01°21'45"W along said east line of Terry Street for 10.00 feet to a concrete monument; thence continue N01°21'45"W along said east line of Terry Street for 200.14 feet to the Point of Beginning.

Containing 34,591 square feet (0.79 acres), more or less.

Subject to easements, restrictions, reservations and rights-of-way (recorded and unrecorded, written and unwritten).

Bearings are based on the east line of Terry Street as bearing S01°21'45"E.

Bean, Whitaker, Lutz & Kareh, Inc. (LB 4919)



Scott C. Whitaker, P.S.M. 4324

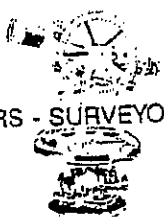
37176DESC1

7/19/05

PRINCIPALS:

WILLIAM E. BEAN, PSM, CHAIRMAN
SCOTT C. WHITAKER, PSM, PRESIDENT
JOSEPH L. LUTZ, PSM
AHMAD R. KAREH, PE, MSCE, VICE PRESIDENT

CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS



ASSOCIATES:

TRACY N. BEAN, AICP
CHARLES D. KNIGHT, PSM
W. BRITT POMEROY, JR., PSM
STEPHEN H. SKORUPSKI, PSM
ELWOOD FINEFIELD, PSM
JAMES A. KESSLER, PSM
JAMES R. CCLEMAN, PSM
RUDOLF A. NORWAN, PE