

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

**Blue Sheet No. 20061319**

**1. ACTION REQUESTED/PURPOSE:** Approve lease agreement between Crumbles Concessions and Lee County for the use of Lee County Lakes Regional Park concession building. The agreement will be for one year with a one year renewal option.

**2. WHAT ACTION ACCOMPLISHES:** Allows food and beverage sales (non-alcoholic) to occur in the currently unoccupied concession building at Lakes Park.

**3. MANAGEMENT RECOMMENDATION:** Recommend approval.

**4. Departmental Category:**    **CIAA**    **5. Meeting Date:**    **OCT 17 2006**   

<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>		<b>8. Request Initiated:</b> Commissioner _____ Department <u>  </u> <b>Parks and Recreation</b> <u>  </u> Division _____ By: <u>  </u> <b>John Yarbrough</b> <u>  </u>
	<input type="checkbox"/> Statute	_____	
	<input type="checkbox"/> Ordinance	_____	
	<input type="checkbox"/> Admin. Code	_____	
	<input checked="" type="checkbox"/> Other	_____	

**9. Background:**  
 Lakes Park food and beverage concession building has not been opened since hurricane Charley except for a one week period when a vendor was selected through a Request for Proposal process. The selected vendor opted out of the agreement. Crumbles Concessions has provided vending machines in Lakes Park and now desires to expand into staffed concession sales. This agreement will allow Crumbles Concessions the opportunity to use the currently closed concession building at Lakes Park. Crumbles Concessions will pay monthly rent in the amount of \$150 for the duration of the lease agreement.

No funding is required.

**10. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risks	Grants	Mgr.	
<u>  </u>	<u>  </u>	<u>  </u>	<u>  </u>	<u>  </u> <i>M. Galt</i>	<u>  </u> <i>CA</i>	<u>  </u> <i>Risks</i>	<u>  </u> <i>Grants</i>	<u>  </u> <i>Mgr.</i>	<u>  </u>
				<i>10/2/06</i>	<i>10/2/06</i>	<i>10/2/06</i>	<i>10/5/06</i>		

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY  
 COUNTY ADMIN:     
 10/2/06 10:25 AM  
 COUNTY ADMIN  
 FORWARDED TO:     
 10/5/06  
 4:30 pm

Rec. by CoAtty  
 Date:    **10/2/06**     
 Time:    **9:05 AM**     
 Forwarded To:  
   **County Admin**     
   **10/2/06 10:16 AM**

**LEASE AGREEMENT BETWEEN CRUMBLES CONCESSIONS  
AND LEE COUNTY FOR THE USE OF LEE COUNTY LAKES  
REGIONAL PARK CONCESSION BUILDING**

This LEASE AGREEMENT is made this 5<sup>th</sup> day of May, 2006 by and between Lee County, a political subdivision and Charter County of the State of Florida, herein referred to as "COUNTY" ("Lessor") and Crumbles Concessions, hereinafter referred to as "CRUMBLES" ("Lessee"), a Florida for profit corporation, in consideration of the mutual promises contained herein agree to the following:

**BACKGROUND**

1. The COUNTY owns Lakes Regional Park, 7330 Gladiolus Drive, Fort Myers, Florida 33907, in which CRUMBLES wants to sell food, beverages and sundries such as: hot dogs, potato chips, ice cream, pretzels, soda, water, ice and other items as pre-approved by the Director of Lee County Parks and Recreation, to the public.
2. The COUNTY hereby licenses CRUMBLES to use the concession building as described in Exhibit "A" and approximately 1,000 square feet for the above-mentioned purpose.

**USE OF FACILITIES**

3. The Lease begins on 10<sup>th</sup>, 2006 and ends on 9-30, 2007 with the possibility of a one (1) year renewal upon written agreement of both parties.
4. The COUNTY agrees to permit CRUMBLES to use the Concession Building (located at the Marina) to sell food, beverages and sundries and other pre-approved items to the general public. The offering of sundries and any other additional items shall be approved by the Director of Lee County Parks and Recreation prior to offering such items for sale to the public. **NO ALCOHOLIC BEVERAGES WILL BE ALLOWED TO BE SOLD BY CRUMBLES.**
5. CRUMBLES shall secure all Federal, State and County permits necessary to operate the food concession and shall provide copies of such licenses to COUNTY prior to occupying the premises. This shall include, but shall not be limited to, health permits and occupational licenses. CRUMBLES shall abide by all applicable laws, ordinances and regulations: Federal, State and County, and shall not use, or permit the concession building to be used, for any unlawful, improper or offensive purposes whatsoever. **Note: New Contracts or renewal contracts must be accompanied by current independent contractor application forms.**

### OPTION TO RENEW/TERMINATION

6. This Agreement may be renewed for one (1) additional one (1) year period upon written agreement of the parties no less than ninety (90) days prior to expiration of the current term. Amendments or changes to this Agreement, including increases to rental fees, must be made upon written agreement of the parties in a manner similar to this Agreement.
7. This Agreement may be terminated for cause by either party upon thirty (30) days written notice to the other party.

### NOTICES

8. Notices referred to in this lease shall be written, signed, and delivered to the notified party at the address identified in this Agreement:

Debbie Crum  
10577 Arlingford Boulevard  
Lehigh Acres, Florida 33936

### RENT

9. CRUMBLES shall pay rent in the amount that follows:

One Hundred Fifty (\$150.00) dollars per month, in advance, on the first (1<sup>st</sup>) day of each month beginning on the 1 day of October, 2006. Rent is payable without demand at the COUNTY's address.

Lee County Parks & Recreation  
Attention: Cindy Mitar  
3410 Palm Beach Boulevard  
Fort Myers, Florida 33916

### TAXES-LICENSES

10. CRUMBLES shall be responsible for remitting all appropriate taxes to the appropriate taxing authority.

### BUSINESS HOURS

11. CRUMBLES shall be open for business in Lakes Park a minimum of 16 hours per week during posted park hours. CRUMBLES is responsible for carefully selecting and screening its employees to ensure that none of them have been convicted of any crimes involving children.

12. CRUMBLES may conduct business during extended park hours for special events in Lakes Park.
13. CRUMBLES may also opt to sell food or drinks from a concession cart that CRUMBLES provides and pays for. Any such cart must be approved by the COUNTY and meet any safety code requirements.

#### **TRASH AND LITTER REMOVAL**

14. CRUMBLES shall remove all trash and litter from within a minimum ten foot (10') radius of the sales area for the purpose of maintaining attractive conditions. The COUNTY shall provide a trash receptacle for this purpose, which will be collected daily or more often as is deemed necessary.

#### **ASSIGNMENT OR SUBLEASE**

15. This Lease Agreement shall not be assigned nor shall the stand be sublet without the express written permission of the COUNTY. The use of the rental stand shall immediately revert to the COUNTY in the event of an assignment or sublease made without permission.

#### **PARK CLOSING**

16. At no time shall CRUMBLES operate the food concession, if the COUNTY closes the park due to inclement weather or Acts of God, etc. CRUMBLES shall waive all claims for compensation for loss or damage due to closure of the park for any reason.
17. If, in the sole opinion of the COUNTY, any portion of the building from which the food concession is operating, or any access thereto, is damaged by Acts of God beyond immediate repair, this Agreement shall terminate upon notice by the COUNTY to CRUMBLES.

#### **PROPERTY CONDITION/PROTECTION/IMPROVEMENT**

18. CRUMBLES accepts all property "as-is" and acknowledges that the premises are in good condition and suitable for the intended purpose of concession operation.
19. CRUMBLES shall maintain and protect the concession building from damage, and shall surrender the building in the same condition as received expecting normal wear.
20. (A) CRUMBLES shall have the right during the term of this lease to make alterations, attach trade fixtures (shelving, lighting, kiosk, etc.) or make improvements on the above-described leased premises which are necessary for the operation of the Lessee's business on the premises. Any improvements, alterations or attachment of fixtures must be requested and

approved in writing by Lee County Parks and Recreation.

All improvements shall become the property of Lee County, unless a specific agreement is made to the contrary. In the event that Lessee is granted the right to remove such improvements or fixtures, Lessee shall be responsible for the ordinary costs of removal, and in addition, shall be liable to COUNTY for damage to the premises caused by such removal.

(B) CRUMBLES may use the Glenco Refrigerator (Serial #DD-301831) and the Vestfront Ice Cream Freezer (Serial #82715273) located inside the concession stand. However, at the expiration of the leased term, such items must be returned to Lee County in good and working condition. Ordinary wear and tear excepted.

21. CRUMBLES may make non-permanent improvements to the concession building. Any such improvements must be removed from the concession building by the end of the contract.

#### **UTILITY AND MAINTENANCE**

22. The COUNTY will maintain the exterior and the basic structure of the concession building. CRUMBLES will be responsible for all interior maintenance. CRUMBLES is responsible for the maintenance and cleaning for their own equipment.

23. The COUNTY agrees to provide water and sewer, electric, pest control, and trash service for the existing concession building. Service to a portable kiosk is the responsibility of CRUMBLES. Any remodeling needed to the concession building will be the sole responsibility of CRUMBLES. Any remodeling, additions or repairs must be approved in writing by the Director of Parks and Recreation before such work is performed. Any required permits would be the responsibility of CRUMBLES. The COUNTY will provide normal maintenance needed to keep the concession building area operable, including but not limited to plumbing repairs, electrical repairs that are not the result of abuse or overloading of circuits, and general maintenance. CRUMBLES agrees to clean litter from the area surrounding the concession building daily.

#### **APPROVED SERVICES**

24. CRUMBLES will have the exclusive right of food/beverages concession sales and other approved sundries items at the Lakes Regional Park with the following exceptions:

(A) Lee County sponsored or co-sponsored special events requiring additional food/beverage service capacity.

- (B) Lee County will have the right to terminate the operation of CRUMBLES if numerous complaints are submitted and found to be true and are not in compliance with this Agreement. Additionally, Lee County may terminate this Agreement, for any other reason, in accordance with paragraph 6 above.
- (C) Private parties who use the public picnic area of Lakes Regional Park may use caterer of their choice and provide their own food and beverage.

### **INSPECTION OF PREMISES**

- 25. The COUNTY shall have the right to inspect CRUMBLES'S facilities at any reasonable time, without advance notice, during the term of this agreement.

### **DEFAULT**

- 26. If CRUMBLES defaults in the payment of rent, or if it violates any other covenants of this Agreement, the COUNTY may immediately enter and retake possession of the facility without notice.

### **INSURANCE**

- 27. CRUMBLES shall provide insurance, per the attached Exhibit "B", prior to the commencement of this Agreement.
- 28. CRUMBLES shall be liable for and agrees to be liable for and shall indemnify and hold the COUNTY harmless for any and all claims, suits, judgements or damages, losses and expenses including court costs and attorney's fees arising out of CRUMBLES'S errors, omissions, and/or negligence. CRUMBLES shall not be liable to nor indemnify the COUNTY for any portion of damages arising out of any error, omission and/or negligence of the COUNTY or its employees.
- 29. Security of the concession building area will be the sole responsibility of CRUMBLES. Lee County shall not be responsible for any theft, vandalism or other destruction or property loss of any of CRUMBLES'S property or equipment.

**IN WITNESSETH WHEREOF**, the COUNTY and CRUMBLES CONCESSIONS have caused this agreement to be executed under seal the day and year first above written.

LESSEE:

CRUMBLES CONCESSIONS

BY: Debbie Crum  
Debbie Crum, Owner/Operator

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was signed and acknowledged before me this 5<sup>th</sup> day of September 2006, by Debbie Crum who produced the following as identification Driver License or is personally known to me, and who did/did not take an oath.  
[stamp or seal]



Bonnie Peters  
[Signature of Notary]  
BONNIE PETERS  
[Typed or Printed Name]

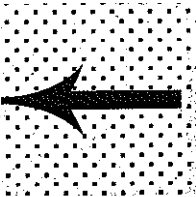
LESSOR:

ATTEST: CHARLIE GREEN  
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
Chairwoman



APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Office of the County Attorney

SUMMERLIN ROAD 1324.20'

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1173.76

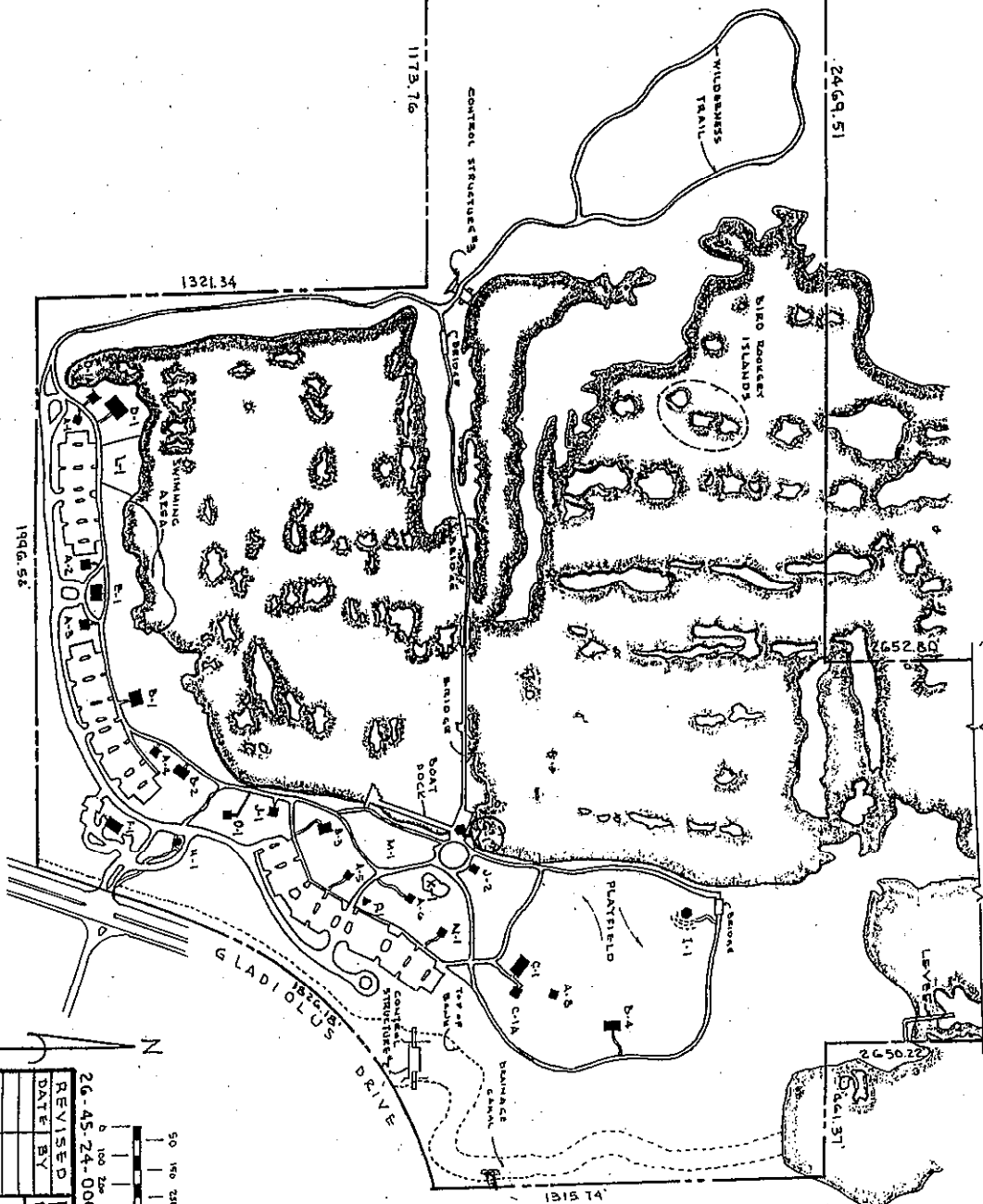
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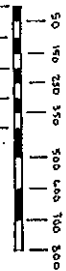
1528.18

2650.22



**BUILDING KEY**

- A-1 PICNIC SHELTER
- A-2
- A-3
- A-4
- A-5
- A-6
- A-7
- A-8
- B-1
- B-2
- B-3
- B-4
- C-1
- C-1A PICNIC SHELTER
- D-1
- D-1A BAR-B-QUE SHELTER
- E-1 RESTROOM SHOWER
- F-1 MAINTENANCE BLD'G
- G-1 CONCESSION & BOAT
- H-1 ENTRANCE BUILDING
- I-1 AMPHITHEATER STAGE
- J-1 RESTROOM
- J-2 RESTROOM
- K-1 CHILDRENS PLAYGRND
- L-1 TOT LOT
- M-1 SKATEBOARD RAMP
- N-1 AQUACULTURE EXHIBIT
- O-1 LOOKOUT TOWER
- P-1 STATION # 1
- VITA COURSE



26-45-24-00003.0000

REVISOR: PLANNING CONSTRUCTION  
DATE BY: FORT MYERS, FLORIDA

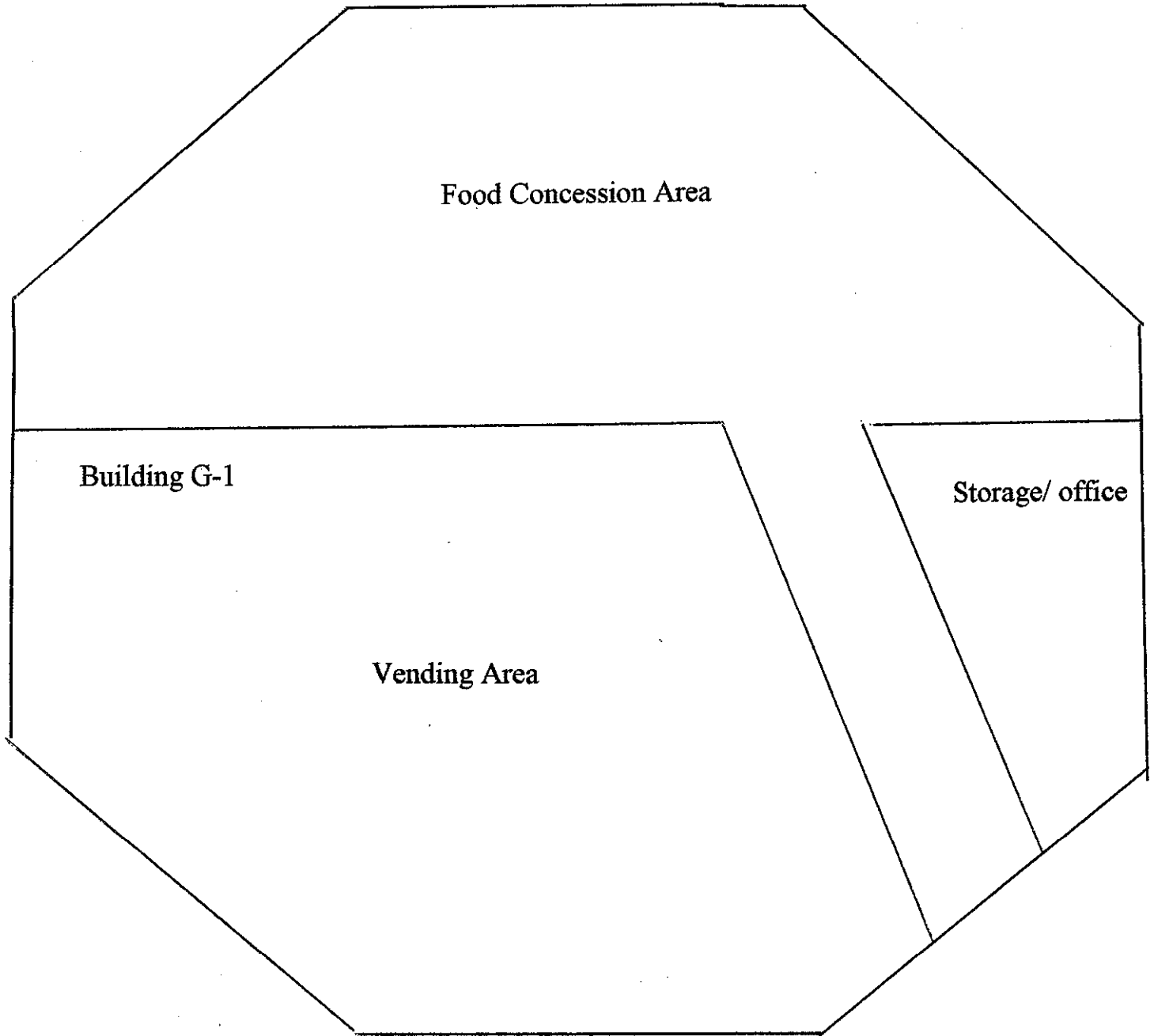
**SITE PLAN**

LAKES REGIONAL PARK  
7330 GLADIOLUS DRIVE  
FORT MYERS, FLORIDA  
DRAWN BY: [Name]  
SCALE: 1"=400'

EXHIBIT "A"



**Exhibit "A"**



North

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 minimum.

a. Workers' Compensation - Statutory benefits as defined by Florida Statutes 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Individual employees may be exempted per State Law. 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, and broad form property damage 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

c. Business Auto Liability - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$500,000 bodily injury per person (BI)  
\$1,000,000 bodily injury per occurrence (BI)  
\$100,000 property damage (PD) or  
\$1,000,000 combined single limit (CSL) of BI and PD

**\*The required limit of liability shown in Standard Contract: 1.a; 1.b; 1.c; may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."**

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:

**Exhibit "B"**

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, Post Office Box 398, Fort Myers, Florida 33902.
- b. An appropriate “Indemnification” clause shall be made a provision of the contract.
  - c. It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.

**Exhibit “B”**

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		OP ID B/J CRUMB-2	DATE (MM/DD/YYYY) 09/25/06
PRODUCER  <b>Oswald Trippe and Company, Inc</b> P. O. Box 60139 Ft. Myers FL 33906-6139 Phone: 239-433-4535 Fax: 239-433-4148		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.	
INSURED  <b>Crumble's Concession Inc.</b> Debra Crum 10577 Arlingford Blvd Lehigh Acres FL 33936		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: <b>Penn American Insurance Co</b>	
		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	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PEA922060	09/22/06	09/22/07	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>50,000</b> MED EXP (Any one person) \$ <b>1,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
		AUTOMOBILE LIABILITY <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) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
**Lee County a political subdivision & Charter County of the State of Florida, it's agents, employees, and public officials is listed as an Additional Insured with respect to General Liability coverage.**

<b>CERTIFICATE HOLDER</b>  Lee County a political subdivision & Charter County of the State of Florida P.O. Box 398 Fort Myers FL 33902	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <b>10</b> 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 
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