

WALK-ON

PKS ✓

Lee County Board Of County Commissioners
Agenda Item Summary

Blue Sheet No. 20061442

1. ACTION REQUESTED/PURPOSE: Request Board approve lease agreement between Child Care of Southwest Florida, Inc. and Lee County for the use of the Karl J. Drews House as a licensed after school program.

2. WHAT ACTION ACCOMPLISHES: Enables Child Care of Southwest Florida, Inc. to provide a licensed after school program in the San Carlos community.

3. MANAGEMENT RECOMMENDATION: Proceed with execution of lease agreement.

4. Departmental Category: WO # 1		5. Meeting Date: 10-31-06
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)	
	<input type="checkbox"/> Statute	
	<input type="checkbox"/> Ordinance	
	<input type="checkbox"/> Admin. Code	
	<input checked="" type="checkbox"/> Other	
		8. Request Initiated: Commissioner Department Parks & Recreation Division By: John Yarbrough <i>John Yarbrough</i>

9. Background:
With the relocation of Parks and Recreation's recreation programs to the new Estero Community Park, the community felt there was a void in the after school program area. Therefore, Lee County Parks and Recreation met with and subsequently contracted with Child Care of Southwest Florida, Inc., a Florida non-profit corporation, to provide said services.

Child Care of Southwest Florida, Inc. will provide a licensed after school program at the Karl J. Drews House from 6:30 am until 6:00 pm Monday through Friday. This lease agreement is for a five year term with an option to renew for an additional one year. Child Care of Southwest Florida, Inc. will be responsible for staffing and maintaining the inside of the facility.

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>J. Dean</i>				<i>W. Clift</i>	<i>Ch...</i>	<i>...</i>	<i>...</i>	<i>...</i>	<i>...</i>
<i>10/24/06</i>				<i>W. Clift</i>	<i>10/25/06</i>	<i>10/25/06</i>	<i>10/26/06</i>	<i>10/28/06</i>	<i>...</i>

11. Commission Action: **After Disc.**
 Approved
 Deferred
 Denied
 Other
Jones/A

RECEIVED BY
COUNTY ADMIN: <i>PA</i>
10/24/06
4:10 pm
COUNTY ADMIN
FORWARDED TO: <i>PA</i>
<i>10/24/06</i>
<i>10am</i>

Rec. by CoAtty
Date: <i>10/24/06</i>
Time: <i>3:15 pm</i>
Forwarded to:
County Admin
<i>10/24/06 4:02pm</i>

Schweers, Molly

From: Yarbrough, John H.
Sent: Tuesday, October 24, 2006 2:41 PM
To: Schweers, Molly
Cc: Hammond, William H.; Winton, Peter ; Mitar, Cynthia C.; Harner, David W.; Manzo, Barbara D.
Subject: Blue Sheet # 20061442

Please accept this request to walk-on the above referenced agenda item for the October 31, 2007 Board Meeting. The need for the walk-on is that we are opening the new Estero Community Park and Recreation Center on October 30, 2006. The BOCC had directed us to have an after school program at Karl Drews Community Center prior to moving our programs to the new park. This lease agreement allows us to provide this service.

Please let me know if you have any questions.....thanks....JY

**LEASE AGREEMENT
CHILD CARE OF SOUTHWEST FLORIDA, INC.**

THIS LEASE AGREEMENT, entered into this 31st day of October, 2006, by and between 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 "Licensor", and CHILD CARE OF SOUTHWEST FLORIDA, INC., a Florida non-profit corporation, located at 4315 Metro Parkway, Suite 400, Fort Myers, Florida 33916, hereinafter called the "Licensee".

WITNESSETH:

WHEREAS, the Child Care of Southwest Florida, Inc. is a Florida non-profit corporation, which provides child care services for low income families, and operates child care centers in Lee County, Hendry County, and Glades County as well as contracts with private centers and homes in Lee County and Collier County; and

WHEREAS, Lee County, through its Parks and Recreation Department, desires to have Child Care of Southwest Florida, Inc. assume full usage and management of the Karl J. Drews House located at 8220 Sanibel Boulevard, Fort Myers, Florida 33912; and

WHEREAS, Lee County, through its Parks and Recreation Department, desires to have Child Care of Southwest Florida, Inc. manage youth programs for the public.

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 as follows:

1. The recitals as set forth above are incorporated into the terms of this Lease Agreement as if set out herein at length.

SPACE

2. The County is allowing the Child Care of Southwest Florida, Inc. the right to use the Karl J. Drews House located at 8220 Sanibel Boulevard, Fort Myers, Florida 33912.

3. The County has the right to use the Karl J. Drews House. Lessor will advise Lessee of the need to use the Center, and Lessee will grant permission, subject only to a reasonable denial.

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10-31-06

4. Lessee will secure all federal, state, and county permits necessary to operate youth programs for the public. This shall include, but shall not be limited to, any permits or occupational licenses required. Lessee shall abide by all applicable laws, ordinances, and regulations; federal, state, and county, and shall not use or permit the premises to be used for any unlawful, improper, or offensive purpose whatsoever.

TERM AND RENEWALS

5. This Lease Agreement shall begin on August 5, 2006 for an initial term of five (5) years with an option to extend the Agreement for one (1) additional year term. This Lease Agreement may be renewed for additional years upon a written amendment to this Lease Agreement signed by both parties, with the same formality as this Agreement.

6. This Lease Agreement may be terminated without cause by the Lessor upon giving ninety (90) days notice to the Lessee.

7. Lessor may terminate this Lease Agreement for cause if Lessee breaches any term of this Lease Agreement or fails to take appropriate corrective action. Lessee has thirty (30) days from written notice by the County to cure or correct any default. If Lessee fails to correct the default within the thirty (30) day period to cure or correct the default, this Lease Agreement will automatically terminate ninety (90) days from the date written notice was initially given to the Lessee. After the initial five (5) year period specified above, Lessor may terminate the Lease Agreement for any reason by giving Lessee sixty (60) days written notice. Lessee may terminate this Lease Agreement for any reason by giving the County sixty (60) days written notice.

NOTICES

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

Lee County: John Yarbrough, Director
 Parks & Recreation
 3410 Palm Beach Boulevard
 Fort Myers, Florida 33906

cc: Melody A. Bowers
 Assistant County Attorney
 P.O. Box 398
 Fort Myers, Florida 33902

Child Care of
Southwest Florida,
Inc.:

Rhea Mike
4315 Metro Parkway, Suite 400
Fort Myers, Florida 33916

RENT

9. Lessee shall pay rent for use of the Center in the amount of One and No/100 (\$1.00) Dollars per year, payable in advance on the 1st day of each contract year. Rent is payable without demand to the County at the address given above.

BUSINESS HOURS

10. Lessee will continue to operate the Karl J. Drews House during normal operating hours. Normal operating hours are typically from 6:30 am to 6:00 pm, Monday through Friday, excluding holidays and other days as determined by Lessee. Additional operating hours will vary depending upon programming and other activity demands at the discretion and responsibility of Lessee.

FINANCIAL RESPONSIBILITY

11. Lessee will assume full financial responsibility for operating the Center, including, but not limited to, salaries and benefits for employees, telephone, electric, water and sewer, trash and garbage, equipment rental and maintenance, operating supplies, insurance, and any other operating expenses.

12. Lessor agrees to furnish to Lessee heating and air conditioning equipment, and to maintain the equipment in satisfactory operating condition at all times for the leased premises during the term of this Lease at the sole expense of the County.

ASSIGNMENT OR SUBLEASE

13. This Lease Agreement shall not be assigned, nor shall the Lessee sublet any part of the Center. The use by the Lessee shall immediately be terminated, and all rights to this Lease Agreement will revert to the County in the event that an assignment or sublease is made without the County's permission.

CONDITION

14. Lessee has inspected the property and accepts the property in its current described condition for the intended purpose of managing and operating youth programs for the public. Lessee shall maintain and protect the County from damage and shall

surrender the facilities in the same condition as received, except for normal wear and tear.

INSPECTION OF PREMISES

15. Lessor or its designee shall have the right to inspect the premises used by Lessee at any reasonable time during the term of this Lease Agreement.

MAINTENANCE

16. Lessee will be responsible for all interior maintenance and regular cleaning of the Karl J. Drews House. The County is responsible for the exterior maintenance of the building. In the event the exterior and interior facility is not being suitably maintained, the County reserves the right to maintain the facility to prevent waste, and may submit its costs to Lessee for payment. Failure to pay any such invoice will be cause for termination.

DEFAULT STATUS

17. If Lessee defaults in its payment of rent, or if it violates any other covenants of this Lease Agreement and fails to correct such default or violation after notice from Lessor, then the Lessee shall become a tenant at sufferance and waive all rights of notice and the Lessor may immediately enter and re-take possession of the Karl J. Drews House.

INSURANCE INDEMNIFICATION

18. Insurance shall be obtained by the Lessee per the attached insurance guide, prior to commencement of this Lease Agreement, naming Lee County Board of County Commissioners as an additional insured. (See Exhibit "A").

HAZARDOUS WASTE

19. During the term of this Lease Agreement, the Lessee will use the property in compliance with all hazardous material laws, and will suffer no violation of such laws. As used in this section, "hazardous material" shall mean any substance, chemical, or waste identified as hazardous, toxic, or dangerous in any applicable federal, state, or local law or regulation (including, but not limited to petroleum and asbestos).

VENUE

20. This Lease Agreement shall be governed by, interpreted, and its performance enforced, in accordance with the laws of the State of Florida. The venue of any action to enforce any terms under this Lease Agreement will be a court of competent jurisdiction in Lee County, Florida.

INDEMNIFICATION CLAUSE

21. Lessee and Lessor 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 acts or omissions of any official or employee of the Lessee or Lessor while acting within the scope of the officials' or employees' 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 on §768.28, Florida Statutes, as it may be revised or amended from time to time.

(BALANCE OF PAGE LEFT INTENTIONALLY BLANK)

**SIGN
HERE**

IN WITNESS WHEREOF, the Lessor and Lessee have executed this Lease Agreement as of the day and year first written above.

**ATTEST: CHARLIE GREEN
CLERK OF COURTS**

**LICENSOR: LEY COUNTY BOARD OF
COUNTY COMMISSIONERS**

By: *Ansa Steice*
Deputy Clerk

By: *Tammara Hall*
Tammara Hall, Chairwoman

APPROVED AS TO FORM:

By: *Walter J. Bowers*
Office of the County Attorney

**LICENSEE: CHILD CARE OF SOUTHWEST
FLORIDA, INC.**

Beth Laddell
Witness
Beth Laddell
Witness Printed Name

By: *Rhea Mike*
RHEA MIKE
Its: Exec. Dir.

EXHIBIT "A"

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 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 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. **Building Insurance** - Licensee shall provide a Building Fire Policy. Coverage shall be "All Risk" with limits equal to 100% of the actual replacement value of the structure(s), building(s) or addition(s); and business personal property as necessary.
 1. Deductible Clause - the maximum deductible allowable under the Building Fire Policy coverage is 5% for named windstorm and \$5,000 per claim for all other losses, with the Licensee assuming the deductible liability.
2. **Verification of Coverage:**
 - a. 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 included as a "Additional Insured and Loss Payee" to the Building Fire Policy.
 2. "*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.
 3. 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).