

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

Blue Sheet No. 20061593

1. ACTION REQUESTED/PURPOSE: Approve First Amendment to Lease between Captiva Civic Association and Lee County for Lee County to begin paying the Captiva Civic Association \$1,500 per month for the facility located at 11570 Chapin Lane, Captiva, Florida. This facility is utilized by the Lee County Sheriff's Department as part of their law enforcement coverage for this area. *CK*

2. WHAT ACTION ACCOMPLISHES: Allows the Lee County Sheriff's Department to continue to provide law enforcement coverage to Captiva Island while assisting the Captiva Civic Association with increasing costs and upkeep of the facility.

3. MANAGEMENT RECOMMENDATION: Approve.

| | | | | | |
|--|---|------------|-----------------|----------------------------------|-----------------------|
| 4. Departmental Category: | | CZA | | 5. Meeting Date: | FEB 06 2007 |
| 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 | | | Commissioner | |
| | <input type="checkbox"/> Ordinance | | | Department | Construction & Design |
| | <input checked="" type="checkbox"/> Admin. Code | AC-4-1 | Division | Facilities Management | |
| <input type="checkbox"/> Other | | | By: | Richard Beck, Director <i>RS</i> | |

9. Background: The Captiva Civic Association acquired the historically designated home of long time former fishing guide to J.N. Ding Darling and others, Belton Johnson. In 1989, Lee County assisted the Civic Association in moving the structure to their property at 11570 Chapin Lane and refurbishing it so that it could be utilized by the Lee County Sheriff's Department as a residence for their on-call deputies who would provide the required law enforcement services for the Island. Current lease cost is \$1.00 per year. In October of 2006, the Captiva Civic Association approached Facilities Management about amending the current lease agreement to allow for a monthly income to help deflect the rising maintenance costs of the facility. The Civic Association currently pays all maintenance costs, insurance and taxes to the facility. The current lease will expire April 30, 2010.

FUNDING IS AVAILABLE IN THE FOLLOWING ACCOUNT STRING: *CK*
CG5211600100.504410

Support Budgets/Sheriff Support/General Fund/Land & Building Rental

Attachments: 4 Original Lease Agreements
Copy of the Current Lease Agreement
Transfer of Funds Form

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. Jander</i> 11-28-06 | N/A | | | <i>Melvin Bages</i> | <i>CA</i> 11/10/07 | <i>WE</i> 1-19-07 | <i>TV</i> 11/30/06 | <i>MR</i> 1/19/07 | <i>J. Jander</i> 11-28-06 |

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

| | |
|----------------------------|----------------|
| RECEIVED BY COUNTY ADMIN: | |
| 11-29-06 | 4:30 |
| 11-29-06 | 4:45 <i>CA</i> |
| COUNTY ADMIN FORWARDED TO: | |
| <i>1/22</i> | 3:00 <i>PR</i> |

| |
|----------------|
| Rec. by CoAtty |
| Date: 1/29/07 |
| Time: 2:00pm |
| Forwarded To: |

**FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN
CAPTIVA CIVIC ASSOCIATION AND LEE COUNTY**

This FIRST AMENDMENT to the LEASE AGREEMENT is entered into this _____ day of _____, 2006 by and between Captiva Civic Association, whose mailing address is P.O. Box 778, Captiva, Florida 33924 (hereinafter "LANDLORD") and Lee County, a political subdivision and Charter County of the State of Florida, whose mailing address is P.O. Box 398, Fort Myers, Florida 33902, (hereinafter "COUNTY"), amending the Lease Agreement entered into on April 21, 1995.

WITNESSETH:

WHEREAS, LANDLORD and COUNTY entered into a Lease Agreement on April 21, 2005 in which LANDLORD leased to COUNTY one single family residence situated at 11570 Chapin Lane, Captiva, Florida 33924 to be used by the Lee County Sheriff's Department for a resident Lee County Deputy Sheriff; and

WHEREAS, under the terms of the Lease Agreement, COUNTY leases the property from LANDLORD for One and NO/100 (\$1.00) Dollar per year; and

WHEREAS, the parties wish to amend the Lease Agreement as follows:

NOW, THEREFORE, in consideration of the foregoing and the terms and provisions as contained herein, and the mutual consideration described below, the parties agree to amend the Lease Agreement as follows:

ANNUAL LEASE AMOUNT

COUNTY hereby consents to pay LANDLORD One Thousand Five Hundred and NO/100 (\$1,500.00) Dollars per month in order to lease from LANDLORD the premises described herein.

REMAINING TERMS

The remaining terms of the Lease Agreement are in full force and effect.

IN WITNESSETH WHEREOF, the parties have executed this First Amendment to Lease Agreement effective the day and year first written above.

ATTEST:
CHARLIE GREEN
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM:

By: _____
Lee County Attorney's Office

CAPTIVA CIVIC ASSOCIATION, INC.

By: *[Signature]*
Its *President*

Paul E Garvey
Witness Signature

PAUL E GARVEY
Witness Printed Name

LEASE AGREEMENT

THIS LEASE AGREEMENT, made on the 31 day of APRIL, 1995, by and between CAPTIVA CIVIC ASSOCIATION, hereinafter called the "LANDLORD" and the LEE COUNTY BOARD OF COUNTY COMMISSIONERS, hereinafter called the "BOARD".

W I T N E S S E T H

That the LANDLORD, for and in consideration of the restrictions and covenants herein contained, hereby leases to the BOARD, and the BOARD hereby agrees to lease from the LANDLORD, the premises described as follows:

One single family residence situated at
11570 Chapin Lane
Captiva, FL 33924

To have and to hold by said BOARD for a term of five years, commencing May 1, 1995 and terminating April 30, 2000 for \$1.00 (One Dollar) per year each to the other in hand paid and receipted.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED BY THE RESPECTIVE PARTIES HERETO:

ARTICLE I
Use of Demised Premises

The area of the demised premises shall be used by the SHERIFF as a residence for a resident Lee County Deputy Sheriff.

ARTICLE II
Condition of Premises

The LANDLORD, at its own expense, shall cause the demised premises to be in a state of good repair and suitable for usage at the commencement of this Lease.

Subject to the above, the BOARD hereby accepts the premises in the condition they are in at the beginning of this lease.

ARTICLE III
Utilities

The **BOARD**, during the term hereof, shall pay all charges for water, waste disposal services, electricity, and pest control used on the premises.

ARTICLE IV
Maintenance

The **LANDLORD** agrees to maintain and keep in good repair, condition and appearance during the term of this Lease, or of any extension of renewal thereof, the exterior of the building, and the surrounding grounds.

Upon failure of the **LANDLORD** to effect repairs, pursuant to this Lease, after thirty (30) days of written notification to do so by the **BOARD**, the **BOARD** may cause the repairs to be made and invoice their cost to the **LANDLORD**, which reimbursement shall be promptly reimbursed to the **BOARD** by **LANDLORD**.

The **BOARD** shall be responsible for the interior of the demised premises.

ARTICLE V
Alterations by BOARD

The **BOARD** may not make any alterations, additions or improvements in or to the premises without the written consent of the **LANDLORD** except as provided for herein above in Article IV. All additions, fixtures or improvements (except but not limited to furniture and fixtures which are readily removable without injury to the premises) shall be and remain a part of the premises at the expiration of this Lease. Subject to the above, any carpeting and removable partitions installed by the **BOARD** within the demised premises shall remain the **BOARD's** property and may be removed by the **BOARD** upon the expiration of the Lease Agreement at any renewal or cancellation thereof.

ARTICLE VI
Destruction of Premises

In the event the demised premises should be destroyed or so damaged by fire, windstorm, or other casualty to the extent that the demised premises are rendered untenable or unfit for the purpose of the BOARD, either party may cancel this Lease by the giving of written notice to the other, however, if neither party shall exercise the foregoing right of cancellation within thirty (30) days after the date of such destruction or damage, the LANDLORD shall cause the building and demised premises to be repaired and placed in good condition as soon as practical thereafter.

ARTICLE VII
No Liability for Personal Property

All personal property placed or moved in the premises above described shall be at the risk of the BOARD or the owner thereof. The LANDLORD shall not be liable to BOARD for any damage to said personal property unless caused by or due to negligence of LANDLORD, LANDLORD'S agents or employees.

ARTICLE VIII
Landlord's Right of Way

LANDLORD, or any of its agents, shall have the right to enter said premises during all reasonable working hours to examine the same or to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort or preservation thereof of said building.

If entry is required, LANDLORD will provide the BOARD reasonable notice of 24 hours or less than 24 hours notice with BOARD'S concurrence. In the case of emergencies only, there will be no notice required by the LANDLORD.

ARTICLE IX
Peaceful Possession

Subject to the terms, conditions and covenants of this Lease, LANDLORD agrees that BOARD shall and may peaceably have, hold and enjoy the premises above described, without hindrance or molestation by LANDLORD.

ARTICLE X
Surrender of Premises

BOARD agrees to surrender to LANDLORD, at the end of the term of this Lease or any extension thereof, said leased premises in as good condition as said premises were at the beginning of the term of this Lease, ordinary wear and tear and damage by fire and windstorm or other Acts of God, excepted.

ARTICLE XI
Indemnification and Hold Harmless

The BOARD does hereby agree to indemnify and save the LANDLORD harmless to the extent of the limitations included within Florida Statutes, Section 768.28, from any and all claims, liability, losses and causes of actions which may arise solely as a result of the BOARD'S negligence; however, nothing in this section shall indemnify the LANDLORD for any liability or claim arising out of the negligence performance or failure of performance required of the LANDLORD or as a result of the negligence of any third party.

ARTICLE XII
Successors in Interest

To the extent permitted by law, it is hereby covenanted and agreed between the parties hereto that all covenants, conditions, agreements and undertakings contained in this Lease shall extend to and be binding on the respective successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

ARTICLE XIII
Subordination

The **BOARD** covenants that this Lease is and at all times shall be subject and subordinate to the lien or any mortgages now existing to which the **LANDLORD** or any subsequent owner of the demised premises shall make covering said demised premises, of the building of which said premises are a part, and to any and all advances made or to be made under said mortgage and to the interest thereon.

ARTICLE XIV
Option to Renew

Provided this Lease is not otherwise in default, the **BOARD**, is hereby granted the option to extend this Lease for two renewal periods of five years each upon the same terms and conditions. **BOARD** may exercise the option to renew by giving the **LANDLORD** notice in writing at least Thirty (30) days prior to the expiration of this Lease or any extension thereof. Such renewal shall be consummated by mutual agreement of both **LANDLORD** and **BOARD**.

ARTICLE XV
Cancellation

The **BOARD**, their designee or assign, shall have the right to cancel this Lease Agreement at any time by giving the **LANDLORD** at least Sixty (60) days written notice prior to its effective date. The **LANDLORD** shall have the right to cancel this Lease Agreement at anytime by giving at least Sixty (60) days written notice prior to its effective date, to the **BOARD**, their designee or assign.

ARTICLE XVI
Notices

It is understood and agreed between the parties hereto that written notice addressed to **BOARD** and mailed or delivered to the LEE COUNTY BOARD OF COUNTY COMMISSIONERS, P.O. BOX 398, FT. MYERS, FL. 33901, shall constitute sufficient notice to the **BOARD**, and written notice addressed to **LANDLORD**, and mailed or delivered to the address of the **LANDLORD**, CAPTIVA CIVIC ASSOCIATION, P.O. BOX 778, CAPTIVA, FL. 33924, shall constitute sufficient notice to the **LANDLORD**, to comply with the terms of this Lease. Notices provided herein in this paragraph shall include all notices required in this Lease or required by law.

Carolyn B...

WITNESS

Captiva CWA Association, Inc

LANDLORD

Paul S. Green

WITNESS

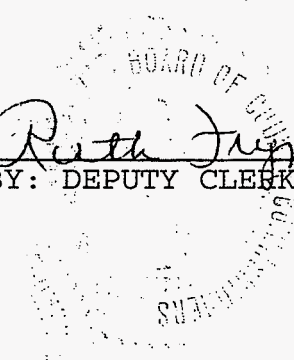
Stella Farwell
BY: CWA PRESIDENT

ATTEST:

CHARLIE GREEN, CLERK

J. W. French
J. W. FRENCH, P.E.
PUBLIC WORKS DIRECTOR

Ruth Inguin
BY: DEPUTY CLERK



APPROVED AS TO FORM:

[Signature]
COUNTY ATTORNEY