

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") entered into this 12th day of December 2023, between the **COLLIER COUNTY BOARD OF COUNTY COMMISSIONERS**, whose mailing address is, in care of, Real Property Management, 3335 Tamiami Trail East, Suite 101, Naples, Florida 33112 (hereinafter referred to as "TENANT") and the **CITY OF MARCO ISLAND**, a political subdivision of the State of Florida, whose mailing address is 50 Bald Eagle Drive, Marco Island, Florida 34145 (hereinafter referred to as "LANDLORD").

W I T N E S S E T H

WHEREAS, LANDLORD is the owner of certain real property in Collier County, Florida, located at Marco Island Fire Station 50, 1280 San Marco Road, Marco Island, Florida 34145 (the "Property"); and

WHEREAS, on January 2, 1996, LANDLORD and TENANT executed a Lease Agreement ("1996 Lease") granting TENANT the right to occupy the Property for an initial term of 30 years, with an additional 30 year renewal option; and

WHEREAS, LANDLORD has demolished and recently constructed a new hurricane rated Fire Station at a considerable expense; and

WHEREAS, LANDLORD and TENANT have enjoyed the existing arrangement for the past 27 years and wish to enter into a new lease to allow for on-going occupancy of a portion of the Property, as further defined below, for the sole purpose of operating an Emergency Medical Service Ambulance.

NOW THEREFORE, in consideration of the mutual covenants and agreements reserved and contained herein on the part of the TENANT, the LANDLORD demises and leases to TENANT and the TENANT rents from LANDLORD the Premises, and other valuable consideration, the parties agree as follows:

ARTICLE 1. Property / Premises

LANDLORD hereby leases to TENANT, and TENANT hereby leases from LANDLORD, two (2) bunk rooms (192 Sq. Ft.), one ninth (1/9) of the apparatus bay (566 Sq. Ft.) and four hundred (400) square feet of common space, together totaling one thousand one hundred fifty eight (1,158) square feet, hereinafter referred to as the 'Premises', located at the Property.

ARTICLE 2. Term of Lease

TENANT shall have and hold the Premises for a term of thirty (30) years, commencing on December 1, 2023, and ending December 1, 2053, (hereinafter referred to as 'Lease Term'), unless sooner terminated pursuant to the provisions contained in this Lease. TENANT shall have the option to renew the Lease for an additional 10 years, provided it is not in default under the terms

of the lease. TENANT must give LANDLORD a written notice of its election to renew at Lease 90 days prior to the expiration of the Lease Term. Upon its expiration the Lease Term may be extended upon mutual, written agreement of the parties.

LANDLORD and TENANT reserve the right to terminate this Lease, with or without cause, by providing at least thirty (30) days written notice to the address set forth in Article 14 of this Lease. If the TENANT wishes to terminate this Lease for any reason, other than the City's default, the TENANT must restore the Premises, to the same condition as existed at the commencement date, at the TENANT's expense. Said notice shall be effective upon placement of the notice in an official depository of the United States Post Office, Registered or Certified Mail, Postage Prepaid.

ARTICLE 3. Rent

The rent for the initial first year of the Lease Term shall be paid within thirty (30) days of the Effective Date of this Agreement, and thereafter annually upon the anniversary of this Lease. TENANT hereby covenants and agrees to pay as rent, at the rate of sixteen dollars and thirty-four cents (\$16.34) per square foot of the Premises, the sum of Eighteen Thousand Nine Hundred and Twenty-One Dollars and 72/100 Cents (\$18,921.72) ("Rent"). LANDLORD agrees to invoice TENANT for rent payments 60 days prior to due date.

Commencing on the first anniversary of the Lease Term and on each subsequent anniversary thereafter, LANDLORD may adjust the rent amount based on increases in operational costs. Operational costs shall include, but are not limited to property maintenance, utilities, and insurance. Any such adjustment will be proportionate to the TENANT's percentage of use of the Premises.

If this Lease is terminated, LANDLORD shall prorate rent to the termination date and shall return to TENANT all prepaid Rent allocable to any period on and after the termination date within twenty (20) business days of the termination date.

ARTICLE 4. Conduct Of Business and Use of Premises

4.01 Use of Premises. The Premises shall be used for the establishment and operation of an Emergency Medical Service Station. TENANT shall not use, permit, or suffer the use of the Premises for any other purpose whatsoever without the prior written consent of Landlord which consent shall not be unreasonably withheld. TENANT's obligations under this Lease are contingent upon such use of the Premises being in compliance with all applicable zoning laws, rules, and regulations affecting the Premises as such rules and regulations may be adopted by LANDLORD, in its sole discretion, from time to time.

4.02 Conduct. TENANT shall not commit waste upon the Premises, nor maintain, commit, or permit the maintenance or commission of a nuisance thereon, or use the Premises for any unlawful purpose. TENANT acknowledges that its employees and the Premises shall, throughout the Term of this Lease, be in full compliance with all federal, state, TENANT, and local statutes, laws, rules, and regulations respecting the use and occupancy of the Premises.

4.03 Hazardous Substances. TENANT shall comply with all applicable Federal, State and local laws, regulations and ordinances protecting the environment and natural resources and regulating hazardous substances.

4.04 Surrender of Premises. Upon termination, expiration, or cancellation of this Lease, TENANT, at its sole cost and expense, shall remove TENANT's personal property and removable fixtures and equipment from the Premises, and shall surrender the Premises to the Landlord. Upon surrender of the Premises, title to any improvements constructed upon the Premises/Property shall vest in Landlord.

ARTICLE 5. Other Expenses and Charges

LANDLORD shall pay all costs associated with the Property including, but not limited to, janitorial services, pest control, HVAC maintenance and repair, and any utility charges. Utility charges shall include, but shall not be limited to, electricity, light, heat, air conditioning, power, internet, water, and sewer services used, rendered or supplied thereupon or in connection with the Property.

ARTICLE 6. Modifications to Premises

Prior to making any changes, alterations, additions or improvements to the Premises, TENANT will provide to LANDLORD all proposals and plans for alterations, improvements, changes or additions to the Premises for LANDLORD'S written approval, specifying in writing the nature and extent of the desired alteration, improvement, change, or addition, along with the contemplated starting and completion time for such project. TENANT will be fiscally responsible for any changes, alterations, additions, or improvements they request approval for. LANDLORD or its designee will then have sixty (60) days within which to approve or deny in writing said request for changes, improvements, alterations or additions. LANDLORD shall not unreasonably withhold its consent to required or appropriate alterations, improvements, changes or additions proposed by TENANT. If after sixty (60) days there has been no response from LANDLORD or its designee to said proposals or plans, then such silence shall be deemed as a denial to such request to TENANT.

TENANT covenants and agrees in connection with any maintenance, repair work, erection, construction, improvement, addition or alteration of any authorized modifications, additions or improvements to the Premises, to observe and comply with all then and future applicable laws, ordinances, rules, regulations, and requirements of the United States of America, State of Florida, County of Collier, and any and all governmental agencies.

All alterations, improvements and additions to said Premises shall at once, when made or installed, be deemed as attached to the freehold and to have become property of LANDLORD. Prior to the termination of this Lease or any renewal term thereof, or within thirty (30) days thereafter, if LANDLORD so directs, TENANT shall promptly remove the additions, improvements, alterations, fixtures and installations which were placed in, on, or upon the Property by TENANT, and repair any damage occasioned to the Premises by such removal; and in default thereof, LANDLORD may complete said removals and repairs at TENANT'S expense.

TENANT covenants and agrees not to use, occupy, suffer or permit said Premises or any part of the Property thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority.

ARTICLE 7. Access to Premises

LANDLORD, its duly authorized agents, representatives and employees, shall have the right after reasonable notice to TENANT, to enter into and upon the Premises and the Property or any part thereof at all reasonable hours for the purpose of examining the same and making repairs or providing services therein, and for the purposes of inspection for compliance with the provisions of this Lease Agreement. LANDLORD shall provide the TENANT with access control badges that will grant them access to the Property; badges will not provide access to any other City owned facility.

ARTICLE 8. Assignment and Subletting

TENANT covenants and agrees not to mortgage, pledge, assign this Lease or to sublet the whole or any part of the Premises, or to permit any other persons to occupy same without the written consent of LANDLORD.

ARTICLE 9. Indemnity And Insurance

9.01 Indemnification. The parties acknowledge that the other party is a governmental entity that is liable for its own actions and negligence, and, to the extent permitted by law, and subject to the limitations contained in Section 768.28, Florida Statutes, shall indemnify, defend and hold harmless the other party against any actions, claims or damages arising out of the indemnifying party's negligent, willful, or intentional acts or omissions in connection with this Lease. The foregoing indemnification shall not constitute a waiver of a parties' entitlement to sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such party's negligent, willful, or intentional acts or omissions.

9.02 Liability Insurance. Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, both the TENANT and the LANDLORD acknowledges to be self-insured for General Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the Florida Legislature. In the event that either the TENANT or the LANDLORD maintains third-party Commercial General Liability in lieu of exclusive reliance of self-insurance under Section 768.28, Florida Statutes, both the TENANT and the LANDLORD shall maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

Both the TENANT and the LANDLORD shall maintain or be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440, Florida Statutes. When requested, both the TENANT and the LANDLORD shall provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign

immunity status, which both the TENANT and the LANDLORD recognize as acceptable for the foregoing coverage. Any insurance provided by a contractor operating on the Premises shall name the LANDLORD and the TENANT as additional insureds. Compliance with the foregoing requirements shall not relieve either the TENANT or the LANDLORD of its liability and obligations under this Lease.

ARTICLE 10. Repairs And Maintenance

TENANT shall maintain the Premises in good condition and repair, normal wear and tear and casualty excepted, at its sole cost and expense.

ARTICLE 11. Default by TENANT

Failure of TENANT to comply with any provision or covenant of this Lease shall constitute a default, and LANDLORD may, at its option, terminate this Lease after providing written notice to TENANT, as specified in Article 2 of this Lease, unless the default be cured within the notice period (or such additional time as is reasonably required to correct such default).

ARTICLE 12. Default by LANDLORD

LANDLORD shall in no event be charged with default in the performance of any of its obligations hereunder unless and until LANDLORD shall have failed to perform such obligations within thirty (30) days (or such additional time as is reasonably required to correct such default) after notice to LANDLORD by TENANT properly specifying wherein LANDLORD has failed to perform any such obligations.

ARTICLE 13. Notices

Any notice which LANDLORD or TENANT may be required to give to the other party shall be in writing to the other party at the following addresses:

LANDLORD:
City of Marco Island
50 Bald Eagle Drive
Marco Island, Florida 34145
Attn: City Manager

TENANT:
Collier County Board of County Commissioners
c/o Real Property Management
3335 Tamiami Trail East, Suite 101
Naples, Florida 33112
Attn: Property Management Specialist

ARTICLE 14. Surrender of Premises

TENANT shall deliver up and surrender to LANDLORD possession of the Property at the termination of this Lease, or its earlier termination as herein provided, broom clean and in as good

condition and repair as the same shall be at the commencement of the term of this Lease or may have been put by LANDLORD or TENANT during the continuance thereof, ordinary wear and tear and damage by fire or the elements beyond TENANT's control excepted.

ARTICLE 15. General Provisions

15.01. TENANT expressly agrees for itself, its successor and assigns, to refrain from any use of the Premises which would interfere with the Property or adversely affect the operation or maintenance of LANDLORD'S standard operations where other operations share common facilities.

- (a) Rights not specifically granted the TENANT by this Lease are hereby reserved to the LANDLORD.
- (b) If applicable to this Lease, TENANT agrees to pay all sales tax imposed on the rental of the Premises where required under law.
- (c) TENANT agrees to pay all intangible personal property taxes that may be imposed due to the creation, by this Lease, of a leasehold interest in the Property or TENANT'S possession of said leasehold interest in the Premises .

15.02 Waiver, Accord and Satisfaction. The waiver by LANDLORD or TENANT of any default of any term, condition, or covenant herein contained shall not be a waiver of such term, condition, or covenant, or any subsequent default of the same or any other term, condition, or covenant herein contained. The consent or approval by LANDLORD to or of any act by TENANT requiring LANDLORD's consent or approval shall not be deemed to waive or render unnecessary LANDLORD's consent to or approval of any subsequent similar act by TENANT.

15.03 Public Entity Crimes. As provided in Sections 287.132-133, Florida Statutes, LANDLORD and TENANT hereby certifies that neither LANDLORD, TENANT nor their employees, who will perform hereunder, have been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) month period immediately preceding the Effective Date of the Term of this Lease, This certification is required pursuant to Section 287.133(3)(a), Florida Statutes.

15.04 Entire Agreement. This Lease constitutes all agreements, conditions, and understandings between LANDLORD and TENANT concerning the Premises. All representations, either oral or written, shall be deemed to be merged into this Lease. Except as herein otherwise provided, no subsequent alteration, waiver, change, or addition to this Lease shall be binding upon LANDLORD or TENANT unless reduced to writing and signed by them.

15.05 Severability. If any term of this Lease, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application or such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

15.06 Captions. The captions in this Lease are included for convenience only and shall

not be taken into consideration in any construction or interpretations of this Lease or any of its provisions.

15.07 Recording. This Lease Agreement shall not be recorded in the public records of Collier County.

15.08 Waiver of Jury Trial. THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER IN CONNECTION WITH THIS LEASE.

15.09 Time of Essence. Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

15.10 Benefit and Binding Effect. This Lease shall be binding upon and inure to the benefit of the heirs, successors, legal representatives, and assigns of the parties hereto.

15.11 Non-Exclusivity of Remedies. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

15.12 Non-Discrimination. The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, sexual orientation, or gender identity or expression, be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Lease.

15.13 Construction. No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Lease shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Lease and the same shall remain in full force and effect.

15.16 Incorporation by Reference. The Whereas clauses referenced herein shall be deemed to be incorporated into this Lease by reference.

ARTICLE 16. Radon Gas

In compliance with Section 404.056, Florida Statutes, all parties are hereby made aware of the following:

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels

of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Department.

ARTICLE 17. Extent of Liens

All persons to whom these presents may come are put upon notice of the fact that the interest of the LANDLORD in the Property shall not be subject to liens for improvements made by the TENANT, and liens for improvements made by the TENANT are specifically prohibited from attaching to or becoming a lien on the interest of the LANDLORD in the Property or any part of either. This notice is given pursuant to the provisions of and in compliance with Section 713.10, Florida Statutes.

ARTICLE 18. Termination of 1996 Lease

The existing 30-Year Lease Agreement, entered into January 2, 1996, between LANDLORD and TENANT is hereby terminated upon the Effective Date of this Lease Agreement.

ARTICLE 19. Effective Date

This Lease shall become effective upon execution by both LANDLORD and TENANT.

ARTICLE 20. Governing Law

This Lease shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in a state court of competent jurisdiction in Collier County, Florida.

IN WITNESS WHEREOF, the parties hereto have hereunder set forth their hands and seals.

LANDLORD:

CITY OF MARCO ISLAND

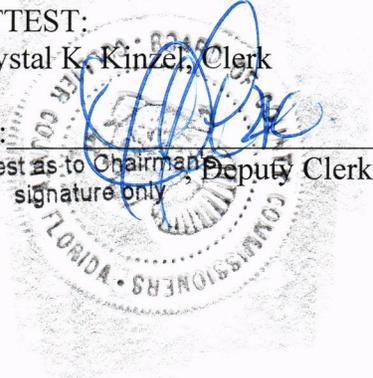
Michael A. McNees, City Manager

Dated: _____

TENANT:

ATTEST:
Crystal K. Kinzel, Clerk

By: _____
Attest as to Chairman, Deputy Clerk
signature only



BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

BY: _____
Rick LoCastro, Chairman

Dated: _____
12/12/23

Approved as to form and legality:

Sally A. Ashkar
Assistant County Attorney

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ARTICLE 14. Surrender of Premises

TENANT shall deliver up and surrender to LANDLORD possession of the Property at the termination of this Lease, or its earlier termination as herein provided, broom clean and in as good

condition and repair as the same shall be at the commencement of the term of this Lease or may have been put by LANDLORD or TENANT during the continuance thereof, ordinary wear and tear and damage by fire or the elements beyond TENANT's control excepted.

ARTICLE 15. General Provisions

15.01. TENANT expressly agrees for itself, its successor and assigns, to refrain from any use of the Premises which would interfere with the Property or adversely affect the operation or maintenance of LANDLORD'S standard operations where other operations share common facilities.

- (a) Rights not specifically granted the TENANT by this Lease are hereby reserved to the LANDLORD.
- (b) If applicable to this Lease, TENANT agrees to pay all sales tax imposed on the rental of the Premises where required under law.
- (c) TENANT agrees to pay all intangible personal property taxes that may be imposed due to the creation, by this Lease, of a leasehold interest in the Property or TENANT'S possession of said leasehold interest in the Premises .

15.02 Waiver, Accord and Satisfaction. The waiver by LANDLORD or TENANT of any default of any term, condition, or covenant herein contained shall not be a waiver of such term, condition, or covenant, or any subsequent default of the same or any other term, condition, or covenant herein contained. The consent or approval by LANDLORD to or of any act by TENANT requiring LANDLORD's consent or approval shall not be deemed to waive or render unnecessary LANDLORD's consent to or approval of any subsequent similar act by TENANT.

15.03 Public Entity Crimes. As provided in Sections 287.132-133, Florida Statutes, LANDLORD and TENANT hereby certifies that neither LANDLORD, TENANT nor their employees, who will perform hereunder, have been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) month period immediately preceding the Effective Date of the Term of this Lease, This certification is required pursuant to Section 287.133(3)(a), Florida Statutes.

15.04 Entire Agreement. This Lease constitutes all agreements, conditions, and understandings between LANDLORD and TENANT concerning the Premises. All representations, either oral or written, shall be deemed to be merged into this Lease. Except as herein otherwise provided, no subsequent alteration, waiver, change, or addition to this Lease shall be binding upon LANDLORD or TENANT unless reduced to writing and signed by them.

15.05 Severability. If any term of this Lease, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application or such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

15.06 Captions. The captions in this Lease are included for convenience only and shall

not be taken into consideration in any construction or interpretations of this Lease or any of its provisions.

15.07 Recording. This Lease Agreement shall not be recorded in the public records of Collier County.

15.08 Waiver of Jury Trial. THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER IN CONNECTION WITH THIS LEASE.

15.09 Time of Essence. Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

15.10 Benefit and Binding Effect. This Lease shall be binding upon and inure to the benefit of the heirs, successors, legal representatives, and assigns of the parties hereto.

15.11 Non-Exclusivity of Remedies. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

15.12 Non-Discrimination. The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, sexual orientation, or gender identity or expression, be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Lease.

15.13 Construction. No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Lease shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Lease and the same shall remain in full force and effect.

15.16 Incorporation by Reference. The Whereas clauses referenced herein shall be deemed to be incorporated into this Lease by reference.

ARTICLE 16. Radon Gas

In compliance with Section 404.056, Florida Statutes, all parties are hereby made aware of the following:

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels

of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Department.

ARTICLE 17. Extent of Liens

All persons to whom these presents may come are put upon notice of the fact that the interest of the LANDLORD in the Property shall not be subject to liens for improvements made by the TENANT, and liens for improvements made by the TENANT are specifically prohibited from attaching to or becoming a lien on the interest of the LANDLORD in the Property or any part of either. This notice is given pursuant to the provisions of and in compliance with Section 713.10, Florida Statutes.

ARTICLE 18. Termination of 1996 Lease

The existing 30-Year Lease Agreement, entered into January 2, 1996, between LANDLORD and TENANT is hereby terminated upon the Effective Date of this Lease Agreement.

ARTICLE 19. Effective Date

This Lease shall become effective upon execution by both LANDLORD and TENANT.

ARTICLE 20. Governing Law

This Lease shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in a state court of competent jurisdiction in Collier County, Florida.

IN WITNESS WHEREOF, the parties hereto have hereunder set forth their hands and seals.

LANDLORD:

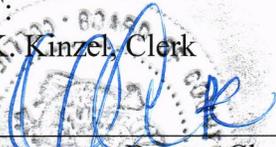
CITY OF MARCO ISLAND

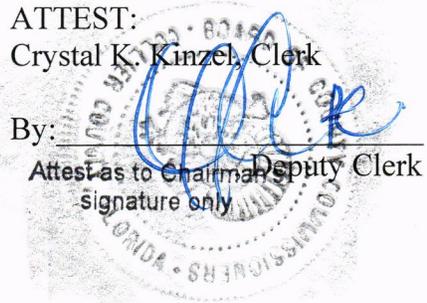
Michael A. McNees, City Manager

Dated: _____

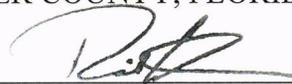
TENANT:

ATTEST:
Crystal K. Kinzel, Clerk

By: 
Attest as to Chairman Deputy Clerk
signature only

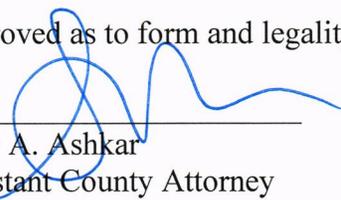


BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

BY: 
Rick LoCastro, Chairman

Dated: 12/12/23

Approved as to form and legality:


Sally A. Ashkar
Assistant County Attorney