

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
P.O. BOX 398
FT. MYERS, FL 33902-0398

THIS LEASE AGREEMENT ("*Lease*"), entered into this ____ day of _____ 2021, between **United States Senator Marco Rubio**, in his official capacity, (hereinafter called the "*Lessee*"), in accordance with and subject to the statutory requirements set forth in U.S.C. § 6317 relating to home state office space for the United States Senate, and **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 "*County*").

WITNESSETH:

That the County, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the Lessee, has demised and leased to the Lessee, for the term and under the conditions hereinafter set out, those certain premises in Lee County, Florida, described as follows:

**Old Courthouse
2120 Main Street
Room 200
Fort Myers, FL 33901**

Which will constitute an aggregate area of approximately 252 square feet of net rentable office space ("*Premises*") at a gross rental rate of \$10.00 per square foot per year plus \$1.00 per square foot per year for cable television and parking.

1. TERM

The Term ("*Term*") of this Lease for the above-described Premises will commence on the 1st day of January, 2022 to, and including, the 31st day of December, 2022.

2. RENT

The County hereby leases to the Lessee and the Lessee hereby leases from the County the above-described Premises for the Term set out in Paragraph 1 of this Lease and the Lessee agrees to pay the County the sum of \$231.00 per month ("*Monthly Rent*"). The Monthly Rent for the entire Term will be paid, in arrears, in monthly installments of the rent on or before the last day of each calendar month. The above Monthly Rent represents the full and complete monetary obligation of

the Lessee for occupancy and use of the Premises and building, including but not limited to all common areas and parking facilities. The Monthly Rent will be paid to the County at the following address:

Lee County Board of County Commissioners
1500 Monroe Street, Fourth Floor
Ft. Myers, FL 33901
Attention: Fiscal Pool
(or at such other address as may be directed by the County.)

Neither the Lessee nor his staff shall be required to provide a security deposit for the Lease, parking passes, or other identification device for parking facilities.

3. PARKING SPACE(S)

County will provide one (1) outside uncovered parking space in a County surface lot for use by Lessee or Lessee's employee. The County affirms that the current fair market value of an uncovered parking space is \$10.00 per month. The fee is included in the agreed upon Monthly Rent. The County agrees to notify the Lessee and the U.S. Senate Sergeant at Arms of any change in the fair market value of the space.

4. HEATING, AIR CONDITIONING AND JANITORIAL SERVICES

The County agrees to furnish to the Lessee heating and air conditioning service and equipment, and will maintain same in satisfactory operating condition at all times for the Premises during the Term of this Lease at the sole expense of the County.

The County agrees to furnish janitorial services and all necessary janitorial supplies for the Premises during the Term of this Lease.

5. LIGHT FIXTURES

The County agrees to install in the Premises, suitable light fixtures for the use of the Lessee.

The County will be responsible for replacement of all bulbs, lamps, tubes and starters used in such fixtures for the purpose of furnishing sufficient light to the Lessee.

6. SECURITY OF THE PREMISES

The County, including its agents and representatives, reserves the right to alter or

install required security measures and access means to the building.

7. MAINTENANCE AND REPAIRS

The County will maintain and keep in repair the interior and exterior of the Premises during the Term of this Lease and will be responsible for the replacement of all windows broken or damaged in the Premises, except when such breakage or damage is caused to the Premises by the Lessee, its officers or agents. The cost of any repairs to the Premises that are caused by the Lessee, its officers or agents will immediately be paid to the County upon receipt of an invoice from the County.

The Lessee will provide for maintenance and repairs, and replacement of any personal interior equipment (i.e. personal furniture, computers, copiers, personal artwork, etc.) during the Term of this Lease.

8. UTILITIES

Unless otherwise indicated, the County will bear the full cost of electrical service, water service, garbage pickup, sewer service, pest control service and fire extinguisher service used by the Lessee. Lessee will bear the full cost of telephone and data services provided to the Premises at its own expense. County will provide and bear the full cost of service for cable television in one (1) location within the Premises, to include CNN, C-SPAN I, C-SPAN II, and local channels.

9. ADA STANDARDS AND ALTERATIONS

The County agrees that the Premises now conform, or that prior to Lessee's occupancy, the said Premises will, at County's expense, be brought into conformance with the requirements of Sections 255.21 and 255.211, Florida Statutes and ADA requirements, as they may be revised from time to time.

The Lessee will not have the right to make any alterations in and to the Premises during the Term of this Lease. If Lessee requires an alteration within the Premises, Lessee will first send a written request to the Director of County Lands. Upon review of the request, the Director of County Lands will determine if the request for alteration is suitable for the space. All work will be performed and/or supervised by the County. Lessee will bear the cost of the alteration unless otherwise noted.

10. NONLIABILITY OF LANDLORD FOR PROPERTY INDEMNITY

The County will not be responsible or liable for liability or damage claims for injury to persons or property from any cause relating to the occupancy of the Premises

by Lessee, including those arising out of damages or losses occurring on sidewalks or other adjacent areas to the Premises. Lessee will indemnify County from all liability, loss or damage claims or obligations resulting from any injuries or losses of this nature. Lessee waives any claim against County for damages relating to its occupancy of the Premises from any cause whatsoever including, but not limited to burglary, theft or damage by water.

Furniture and artwork placed by the County and located in the Premises is the property of the County and may be used by the Lessee during the Term of the Lease. Any repairs to or replacement of this furniture is at the sole discretion of the County. If Lessee does not desire to use any or all of the furniture, it will be removed and stored by the County. Lessee may furnish the office area only with their personal furniture at their own expense. No furniture from the common areas will be removed.

County will not be liable for any repairs or damages to Lessee's furniture or equipment.

11. FIRE AND OTHER HAZARDS

In the event that the Premises, or the major part thereof, are destroyed by fire, lightning, storm or other casualty caused by no fault or negligence of the Lessee, the County at its option may forthwith repair the damage to Premises at its own cost and expense. The Monthly Rent will cease until the completion of such repairs and the County will immediately refund the pro rata part of any Monthly Rent paid in advance by the Lessee prior to such destruction. Should the Premises be only partly destroyed so that the major part thereof is usable by the Lessee, then the Monthly Rent will abate to the extent that the injured or damaged part bears to the whole of such Premises and such injury or damage will be restored by the County as rapidly as is practicable and upon the completion of such repairs, the full Monthly Rent will commence and the Lease will then continue the balance of the Term.

Should the Premises be damaged or rendered unsuitable for occupancy due to the negligence of the Lessee, its officers, agents or invitees during the Term of this Lease then the Monthly Rent will continue to be paid by the Lessee until such repairs have been completed and Lessee can once again occupy the space. The cost of any repairs to the Premises that are caused by the Lessee, its officers or agents will immediately be paid to the County upon receipt of an invoice from the County and verification by the Lessee.

The County will provide for fire protection during the Term of this Lease in accordance with the fire safety standards of the State Fire Marshal. The County will be responsible for maintenance and repair of all fire protection equipment

necessary to conform to the requirements of the State Fire Marshal.

12. SUITABILITY FOR USE

The County warrants that the Premises are fit for the conduct of the governmental business of the Lessee. The County further warrants that the Premises comply with all statutes and laws, either federal, state or local, applicable to the intended use of the Premises. The legal interpretation of any such existing statute or law, or the enactment of any new statutes or laws that, in the opinion of the Lessee, result in a material interference with the peaceful entry or occupation of the Premises, or any portion thereof by the Lessee, at the option of the Lessee, will automatically void this Lease prior to entry and occupation, or entitle the Lessee, after entry and occupation, to wholly terminate this Lease by giving seven (7) calendar days' notice to the County of its intention to do so.

13. EXPIRATION OF TERM

At the expiration of the Term, the Lessee will peaceably yield up the Premises in good and tenantable repair. It is understood and agreed between the parties that the Lessee will have the right to remove from the Premises, all personal property of the Lessee and all fixtures, machinery, equipment, appurtenances and appliances placed or installed on the Premises by it, provided the Lessee restores the Premises to as good a state of repair as they were prior to the removal. Should the Lessee occupy the Premises after the expiration of the Term, the Lessee may holdover in the Premises until such time as a new lease has been executed. Any month-to-month holdover may be terminated by either party by providing thirty (30) days advance written notice to the other party. Any month-to-month holdover tenancy, if applicable, shall be at the same Monthly Rent as in effect at the expiration of the Lease.

14. WAIVER OF DEFAULTS

The waiver by the County of any breach of this Lease by the Lessee will not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this Lease.

15. RIGHT OF COUNTY TO INSPECT

The County, at reasonable times, may enter into and upon the Premises for the purpose of viewing the same and for the purpose of making repairs as required under the terms of this Lease. The County will seek to promptly finish any work for which the County entered the Premises, causing the least practicable interference to the Lessee's use of the Premises.

16. BREACH OF COVENANT

This Lease is made upon the condition that, except as provided in this Lease, if the Lessee will neglect or fail to perform or observe any covenant herein contained, which on the Lessee's part is to be performed, and such default will continue for a period of thirty (30) days after written notice thereof from the County to the Lessee, then the County lawfully may, immediately, or at any time thereafter, without further notice or demand, enter into and upon the Premises, or any part thereof, and repossess the same as of their former estate and expel the Lessee and remove its effects forcefully, if necessary, without being taken or deemed to be guilty of any manner of trespass and thereupon this demise will terminate but without prejudice to any remedy which might otherwise be used by the County for arrears of Monthly Rent or for any breach of the Lessee's covenants herein contained.

17. TAXES AND INSURANCE

The County and Lessee acknowledge that the United States Senate, as a self-insured entity of the United States Government, is subject to the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b)(1), 2671-80, under which recovery may be sought through the United States Senate Sergeant at Arms for any injury or loss arising under this Lease due to the negligent or wrongful act or omission of Lessee or any of Lessee's employees acting within an official scope and capacity. Lessee, the United States Sergeant at Arms, and their agents, employees or invitees, will not be required to provide any certificates of insurance to County. County further agrees that neither the Lessee nor the United States Senate, nor any of the United States Senate's officers or employees will indemnify or hold harmless the County against any liability of the County to any third party claim that may arise during or because of the Lease or Lessee's occupancy.

Notwithstanding any condition or provision to the contrary as may be stated or contained in the Lease, in all events, Lee County's liability under the terms and conditions as set forth in the Lease, is limited to the extent provided by Florida law.

Lee County agrees to be liable in tort for any injuries 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 Lee County while acting within the scope or the official's or employee's office or employment under circumstances under which a private person would be held liable in accordance with the general laws of the State of Florida, subject to the limitations as set out in Section 768.28 Florida Statutes, as it may be amended or revised from time to time. However, nothing herein will be deemed to be a waiver of the County's sovereign immunity under law.

18. USE OF PREMISES

The Premises are publicly-owned property and leased to Lessee for use as United States Senator administrative offices, the services of which are open to the public and other activities related to Lessee's purpose. No member of the public will be arbitrarily prohibited or denied reasonable access to the Premises during normal business hours open to the public.

The Lessee will continuously and uninterruptedly use, occupy, operate and conduct business in the Premises in such a manner as to help establish and maintain a good reputation for the whole building complex of which the Premises forms a part.

The Lessee will not voluntarily, involuntarily or by operation of law assign or in any manner or otherwise encumber this Lease, or sublet the Premises or any part thereof, or permit the use of the same by anyone other than the Lessee.

The Premises must be used to provide direct services in a normal workweek and will not be used for other purposes such as storage.

The Lessee acknowledges that it is liable and responsible for the performance of all Lessee's obligations under this Lease and that the County is entitled, at the County's discretion, for the faithful performance of all such obligations.

The Lessee will abide by all reasonable directions and requirements of the County and will keep and abide by all laws, ordinances, rules and regulations of all government bodies and their respective regulatory agencies having jurisdiction over the Premises. The Lessee further agrees that it will not use said Premises, or permit the same to be used, for any unlawful, immoral, obnoxious or offensive business or practice.

The Lessee will not make or suffer any unlawful, improper or offensive use of the Premises or make any use or occupancy thereof contrary to the laws of the State of Florida, or to Ordinances of the City, as applicable and/or County in which the Premises are located, now or hereinafter made, as may be applicable to the Lessee.

Lessee requires access to the Premises twenty-four (24) hours a day, seven (7) days a week. There shall be no additional charge to Lessee for non-business hour's usage of Premises.

19. RIGHT TO TERMINATE

Provided that the Lessee is not in default under the terms of this Lease, if Lessee

or the U.S. Sergeant at Arms desires to terminate this Lease, it may do so by giving County written notice of such intent not less than thirty (30) days prior to the Lessee's desired termination date. In the event of a termination of this Lease by the Lessee, then Lessee will not remove any of its goods or property from the Premises other than in the normal course of its business without first having paid all Monthly Rent and other charges due or assessed against it.

This Lease may be terminated upon sixty (60) days written notice by Lessee or the U.S. Senate Sergeant at Arms upon resignation, expulsion, or death of the Lessee.

This Lease may be terminated by Lessee or the United States Senate Sergeant at Arms upon sixty (60) days written notice should the Building or Premises be destroyed by fire, natural disaster or other event that renders the Premises (or the common areas providing access to the Premises) untenable, unsafe or materially interferes with Lessee's use of the Premises for the intended purpose.

Lessee will correct any violation of the requirements of this Lease within ten (10) calendar days written notice of same from County.

20. NOTICES AND INVOICES

All notices required to be served upon the County will be served by Registered or Certified Mail, Return Receipt Requested, at:

Lee County
1500 Monroe Street, 4th Floor
Ft. Myers, FL 33901
Attention: County Lands

All notices required to be served upon the Lessee will be served by Registered or Certified Mail, Return Receipt Requested, at:

Senator Marco Rubio
2120 Main Street, Room 200
Fort Myers, FL 33901

with copies to:

U.S. Senate Sergeant at Arms
Room S-151
United States Capitol
Washington, DC 20510.

21. CONTACTS

For purposes of this Lease, the County representative will be **Robert Clemens, County Lands, 239-533-8833** and the Lessee's representative will be **London Rotundo 407-254-2573**.

22. TERMINATION OF PRIOR AGREEMENTS

Upon the effectiveness of this Lease, any prior lease, including any amendments thereto, will terminate and be of no further force and effect, and will be superseded and replaced in its entirety by this Lease.

23. DEFINITION OF TERMS

The term "ADA" means the American with Disabilities Act of 1990 (42 U.S.C. §§ 1201 et seq.), as amended and supplemented from time to time.

The terms "Lease", "Lease Agreement", or "Agreement" will be inclusive of each other and will also include any renewals, extensions or modifications of this Lease.

The terms "County" and "Lessee" will include the heirs, successors and assigns for the parties hereto.

The terms "rentable" will be interchangeable with "useable" when used to describe the square feet of office space occupied under the Lease.

The singular will include the plural and the plural will include the singular whenever the context so requires or permits.

24. WRITTEN AGREEMENT

This Lease contains the entire agreement between the parties hereto and it may be modified only in writing, with the approval of the Board of County Commissioners and the Lessee.

(End of provisions - signature pages follow)

IN WITNESS WHEREOF, the COUNTY and LESSEE have caused this Lease to be executed by their respective and duly authorized officers on the day and year first written above.

LESSEE



HONORABLE MARCO RUBIO
UNITED STATES SENATOR

10/4/2021

DATE

WITNESS:



Witness Signature

Andrew Metante

Printed/Typed Witness Name

10/4/2021

DATE

WITNESS:



Witness Signature

Nicholas Guarneri

Printed/Typed Witness Name

10/4/2021

DATE

Approved and accepted for and on behalf of Lee County, Florida, this _____
day of _____, 2021.

ATTEST:
COMMISSIONERS
LINDA DOGGETT, CLERK

BOARD OF COUNTY
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Cecil L Pendergrass, Chair

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

County Attorney's Office