



GREATER NAPLES FIRE RESCUE DISTRICT
BOARD OF FIRE COMMISSIONERS
Action Item Worksheet

NEW BUSINESS

Agenda Item: III. E.
Subject: Logistics Commercial Lease Agreement
Meeting Date: February 20, 2024
Prepared By: Scott Johnson

Background

The Greater Naples Fire Logistics Division has been in leased space since March 2021. The facility is 3,000 SQ/FT. The existing lease for the facility began in 2021 and concludes in 2024. The District at the time of the inception of the lease did not have any available space for the Logistics Division. The cost of the lease has been \$3,525.00 per month paid in a quarterly payment to the Owner.

The owner of the Units has provided a two year (2) lease moving forward, and is requesting an increase to the monthly Rent to \$4,887.00. This is due to significant increases in Insurance and Common Area Maintenance.

Funding Source/Financial Impact

General Fund- \$1,362/month increase

Recommendation

Staff recommends renewing the lease for the GNFD Warehouse and authorize the Chairman to sign the agreement.

Potential Motion: Motion to approve the new lease for the GNFD warehouse and authorize the Chairman to sign the agreement.

Attachment

1. Logistics Commercial Lease Agreement

SCHEDULE

Name of Tenant: Greater Naples Fire and Rescue District

C/O Alan Mclaughlin Deputy Chief 239-348-7540

Tenants Address for Notices:

14575 Collier Blvd Naples, Fl 34119

1. 3899 Mannix Drive, Units #403 & #404 Naples Fl 34114
2. Net Rentable Square Feet in Demised P{remises: **3000 +/**
3. Tenants use of Demised Premises Office/warehouse
4. **Monthly** Installments of Base Rent for First Year
(3000) square feet at \$ 14.00 per square foot) \$ 3500.00

5. CAM (Initial) \$ 710.00
6. Special Assessment \$ 212.83
7. Real Estate Taxes (2023) \$ 464.17
8. Security deposit \$ 0.00
9. **TOTAL DUE ON SIGNING** \$ **4887.00-monthly**

10. COMMENCEMENT DATE MARCH 6, 2024

11. TERM 24 MONTHS- YEAR TWO TO INCLUDE INCREASE OF REAL ESTATE TAXES, INCREASE IN COMMON AREA CHARGES AND SPECIAL ASSESSMENTS.

12. landlord's name and address for Notices:

Jim and Ali Parish
7395 Acorn Way
Naples Fl 34119

SUMMARY FOR GREATER NAPLES FIRE AND RESCUE.

Landlord



Tennant _____

COMMERCIAL LEASE AGREEMENT

THIS AGREEMENT OF LEASE is made as of: 1-30-2024
by and between: **Jim and Ali Parish P.A.**, (hereinafter "Landlord")
and Greater Naples Fire and Rescue, (hereinafter "Tenant").

1. PREMISES• TERMS• PURPOSE,

Premises. Landlord and tenant agree to lease the following described premises (hereafter the Premises) situated in Collier County, State of Florida:

The Premises are located **3899 Mannix Drive Units, #403 & #404 Naples Fl 34119**

Tollgate Business Park II Condominium Association, according to the Declaration of Condominium thereof, as recorded in the Public Records of Collier County, Florida (hereafter the Condominium).

A. Use. Tenant agrees to occupy and use the Premises for **office/warehouse** and for incidental business in connection therewith and for no other purpose without obtaining the prior written consent of Landlord.

2. TERM/RENT: This lease shall be for a term of **TWO YEARS,**

commencing on **March 1, 2024** and ending **February 28, 2026**

Year 1- \$ plus 0.00 percent sales tax, **per month** **Total \$4,887.00**

Year 2- \$ plus 0.00 percent sales tax, **per month** **Total \$4,887.00**

REFER TO SCHEDULE ATTACHED

TOTAL IS SHOWN FOR MONTHLY PAYMENTS AND MAY INCREASE DUE TO RISE IN

COMMON AREA MAINTEN OR REAL ESTATE TAXES, AND ASSOCIATION SPECIAL

ASSESSMENTS.

CERTIFICATE OF SALES TAX EXEMPTION TO BE SUPPLIED EACH YEAR.

Tenant shall pay to Landlord at **7395 Acorn Way , Naples Fl 34119.**
(or as otherwise directed by Landlord) the monthly rent per above yearly schedule, on **FIRST** day of every month for the term.

3 UTILITIES: Tenant hereby acknowledges and agrees that it is the Tenant's responsibility to pay promptly, all costs of all utilities serving the Premises other than those included in the condominium assessments, and agrees to put all such utilities in his name. Failure of the Tenant to pay any sums under this Section 3 shall entitle Landlord to all default remedies hereunder and by law, as this sum shall be deemed additional rent.



4. **TAXES/ASSESSMENTS:** Landlord shall pay all real estate taxes and all condominium assessments. Tenant shall pay all sales tax associated with this lease, as well all taxes on the personal property located in the leased premises and owned by Tenant. Tenants shall pay any fines levied by the Condominium Association relative to Tenant's use of the unit and this lease.

5. **LATE CHARGE AND INTEREST ON PAST DUE PAYMENTS:** In the event that any amounts owed by Tenant under this lease are not received by Landlord within ten (10) days of the date due, then Tenant shall pay to Landlord, as additional rent, a late charge of five percent (5%) of the amount due plus interest at the highest rate allowed by law, compounded monthly, on any past due amounts; provided, however, that the interest shall not begin to accrue until seven days after the due dates of any such amounts but when applicable it shall be measured from the date the payment was originally due. Failure of the Tenant to pay any sums under this Section 5 shall entitle Landlord to all rent default remedies hereunder and by law.

6. **SYSTEMS, SYSTEMS EQUIPMENT AND MAINTENANCE:** Tenant agrees to accept the premises and all HVAC, plumbing and electrical systems and systems equipment therein or specifically relating thereto, in its as is and their present state and condition and all costs for upgrading of service, equipment and/or costs for maintenance and repairs to HVAC, plumbing and electrical systems for Tenant's leased premises will be at Tenant's sole expense as provided hereunder.

Tenant acknowledges that the exterior of the Premises is maintained by the Condominium Association, and agrees to abide by the Condominium documents. The interior of the Premises, as well as janitorial maintenance, windows, doors, all mechanical equipment, fixtures (electrical, plumbing, air conditioning) together with all property belonging to Tenant shall be maintained by Tenant at Tenant's sole expense. Should Tenant fail to perform necessary maintenance within a reasonable period of time and in a manner consistent with keeping the premises in good condition, Landlord may arrange to have maintenance performed, and the cost of such maintenance shall be due from Tenant promptly upon demand as additional rent. Tenant's responsibility for electric and water repairs begins at the electric and water meters that service the entirety of the leased Premises.

7. **MODIFICATIONS TO EXTERIOR OF PREMISES; SIGNS:** No alteration, modification or installation of any fixture, or carrying on of any activity, on the exterior of the Premises shall be permitted to be undertaken by Tenant or its agents. In addition, Tenant shall maintain all windows in a neat condition. Tenant may erect a business identification sign only according to plans and specifications provided by the governing Condominium Association and after receiving Landlord's written approval; any such business identification signs shall be removed by Tenant at Tenant's expense upon termination of this Lease.

8. **MODIFICATIONS TO INTERIOR OF PREMISES:** No permanent or other alteration, addition or improvement to the interior of the premises shall be made by Tenant without the written Consent of Landlord. Any alteration, addition or



improvement made by Tenant after such Consent, and any fixture installed as part thereof, shall upon the expiration or sooner termination of this lease, at the sole option of Landlord, either become Landlord's property or be removed and the premises restored to their original condition at Tenant's expense. In connection with any such modification or improvements, Tenant shall save and hold Landlord harmless from any material, labor, mechanics or other liens that may be placed upon the premises by reason of any work done on the premises on behalf of Tenant, or any nonconformance with building code and permit requirements.

9. **COMPLIANCE WITH ALL LAWS, RULES AND REGULATIONS:** Tenant, with respect to premises, agrees to properly comply with all laws, rules, and regulations of all federal, state, county and city governments or any political subdivisions thereof. Tenant further agrees to make no unlawful, improper or offensive use of the premises. Tenant acknowledges that the demised Premises are located in the middle of a condominium association. Tenant shall abide by all terms and conditions of the Condominium documents and such reasonable rules and regulations as may from time to time be enacted by the Board of Directors of the Condominium Association. Any violation of the Condominium rules and regulations by Tenants, it patrons, guests, or invitee's, shall be deemed a material breach of this lease for which Landlord may avail itself of all remedies available under Florida Law, as well as implementing fines against Tenant, its guest and invitee's.

10. **INSURANCE: *Tenant shall at Tenant's cost***, be responsible for obtaining such insurance as it may deem advisable for all contents and merchandise located in the premises, together with any Tenant improvements to the property. Tenant shall also keep in full force and effect comprehensive public liability insurance insuring Landlord and Tenant against injury to property, persons or loss of life arising out of use of occupancy of the demised property by any person, with limits per accident of at least \$1,000,000 bodily injury and \$ 100,000.00 property damage. In the event Florida law requires a higher amount, Tenant shall provide such higher limits. To the extent provided by law, Tenant agrees to indemnify and hold harmless Landlord against any and all claims, costs and expenses arising from or in any manner related to the conduct or management of business or other activities conducted by Tenant in the Premises. No provision, term, or condition of this Lease will be construed as a waiver by Tenant of any rights provided for by law, including but not limited to Section 768.28, Florida Statutes. This provision shall survive termination of this lease.

Tenant shall provide Landlord with a certificate evidencing insurance including evidence that Tenant's waiver of liability on the part of Landlord does not affect such policy or the right of the insured to recover thereunder. Further, Landlord and Tenant shall obtain from their respective insurers endorsements whereby the insurers agree to waive any right of subrogation against Landlord or Tenant, as the case may be, in connection with fire or other risks or casualties covered by said insurance. Landlord shall furnish a certificate of such insurance to Tenant. Tenant shall repair, at its own expense, all damage to or destruction of any plate or window glass in the premises, and shall maintain adequate plate glass insurance at its own expense for the benefit of Landlord. If Tenant fails to repair the damage of any plate glass or window glass in the premises, or fails or refuses to maintain adequate plate glass insurance for the benefit of Landlord, then Landlord may repair said damage or destruction or may insure the plate glass and charge the cost of such repairing or the cost of premium for the plate glass insurance to Tenant, and the amount thereof shall be deemed to be, and be payable as additional rent.

Tenant shall ensure that Landlord is named as co-insured on all insurance policies; failure to do so shall be deemed a material breach of the terms and conditions of this lease. Certificate of insurance to be provided to Landlord within 30 days of occupancy.

11. **DAMAGE TO LEASED PROPERTY:** Should the premises be destroyed or so damaged by fire or other casualty, through no fault of the Tenant, during the term of this lease that they shall be rendered wholly or partially unrentable, and Landlord has not repaired or replaced the premises within ninety (90) days of such damage or destruction, Tenant may, at its option cancel this lease with no further liability to the parties except to the extent of obligations which have accrued to the date of cancellation. In no event shall Landlord be liable for damage or destruction to stock-in-trade, fixtures, furnishings, or other personal property belonging to the Tenant or belonging to others located in, on or about the premises. In the event of the occurrence of the aforementioned damage or destruction, Landlord shall have at least thirty (30) days to elect not to repair or replace damaged premises in the event of such damage or destruction. Unless Landlord has given Tenant notice of election not to repair within that period, the Landlord shall be deemed to have elected to repair, and the rent during that period shall be deemed abated in proportion to the area damaged
12. **WAIVER OF SUBROGATION:** Landlord shall not be liable for any damage to or destruction of any of Tenant's goods merchandise, fixtures, or other property caused by fire or any other form of Casualty to the premises
13. **SUBORDINATION:** This lease and all rights of Tenant hereunder are subordinated to the liens of any mortgages covering the premises which are, or shall later be, placed upon the premises or any additions to it. Tenant agrees to execute and deliver such further instruments subordinating this lease to the lien of such mortgage as shall be desired by any mortgagee. Tenant hereby irrevocably appoints Landlord attorney-in-fact of Tenant to execute and deliver such instrument's. Tenant shall in the event of the sale or assignment of Landlord's interest in the Building or in the event of any proceedings brought for the foreclosure of any mortgage covering the building attorn to recognize such purchaser of mortgagee as Landlord under the Lease, and in any such events, Landlord name herein shall not thereafter be liable as a party under the Lease.
14. **PARKING: USE OF COMMON AREAS:** Tenant shall have the right in common with the unit owners, guests and tenants at the Condominium were the Premises is located to park in the common areas. Tenant acknowledges that his use of the Premises and adjacent common elements are subject to any reasonable regulations for the use thereof specified by Landlord and the governing Condominium Association, including but not limited to rules pertaining to parking of automobiles of Tenant's employees. Tenant acknowledges that on occasion, ingress and egress to the Premises may be somewhat hampered by maintenance and repairs to walkways, parking areas, etc., and that any such ingress and egress difficulties shall not be constructed as a default by Landlord,



provided that ingress and egress in some form to the Premises is available. **Tenant agrees that six (6) parking spaces are available with this unit in the common area, plus striped area in front of garage. Additional parking is not available. All parking areas are common area, except striped area in front of garage.**

15. **DEFAULT; REMEDIES:** Either Party may terminate this Lease upon the other Party's failure to comply with any term or condition of this Lease, as long as the terminating Party is not in default of any term or condition of this Lease at the time of termination. To effect termination, the terminating Party shall provide the defaulting Party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting Party has failed to comply. If the defaulting Party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Lease shall automatically terminate. However, if the Tenant is terminating the Lease without cause in accordance with the provisions of Paragraph 27 herein, the Tenant's Notice of Termination does not need to describe any terms and conditions with which the Landlord has failed to comply. In addition, the initiation by either Party of proceedings in bankruptcy, or other proceedings for relief under any law for the relief of debtors, or of becoming insolvent, admitting in writing its inability to pay its debts as the debts mature, or making an assignment for the benefit of creditors shall constitute a default entitling either Party to terminate this Lease as set forth above. The rights and remedies in this Paragraph are in addition to any other rights and remedies provided by law or this Lease. Unless specifically waived by a Party, the failure to timely comply with any obligation in this Lease shall be deemed a breach of this Lease and the expenses and costs incurred by a Party, including attorney's fees and costs, and attorney's fees and costs on appeal, due to said breach shall be borne by the Party in breach. Additionally, the Parties shall not be limited in recovery by the terms of this Lease but may avail themselves of any and all rights or remedies they may be entitled to under Florida law. A waiver, at any time, by a Party of the other Party's breach of, or default in, any of the terms, provisions, and obligations of this Lease will not be construed to be a waiver of any other terms, provisions, and obligations hereof or a waiver of any breach or default other than specifically waived. A Party's failure at any time to compel a fulfillment of any one or more of the terms, provisions, or obligations under this Lease will not be construed as a waiver of the Party's right thereafter to enforce any such right. No waiver by any Party will be deemed to have been made unless expressed in writing and signed by such Party.

16. **NOTICES:** Any notices required or permitted to be given hereunder shall be in writing and delivered personally or sent by registered or certified mail, addressed as follows: if to Landlord, at the address where the last previous rental hereunder was payable; and if to Tenant, at the premises, or other such place as Tenant may from time to time designate by notice to Landlord. In the case of personal delivery, notice shall be deemed to occur on the date of actual delivery. In the case of notice by certified or registered mail, notice shall be deemed to occur on the date of posting.

17. **CONDITION OF PREMISES:** Tenant hereby acknowledges that Tenant has examined the premises and that taking possession of the premises shall be an acknowledgement by Tenant that the premises are in good and tenantable condition, and satisfactory to Tenant, at the beginning of the term hereof. Landlord is under no duty to make repairs or alterations at the time of letting or at any time thereafter unless specially set forth elsewhere herein. No agreement relative to any alterations, additions or improvements, if required by such agreement, shall in any way affect the payment of all rent at the times specified in this lease.



18. **WAIVER:** Waiver by Landlord, either expressed or implied, of any breach of any term or condition herein contained shall not be deemed to be a waiver of any other term or condition. The subsequent acceptance of rent by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant.

19. **EMINENT DOMAIN:** If the entire premises are taken by eminent domain, this lease shall automatically terminate as of the date of taking and any award of compensation (except to the extent expressly awarded to Tenant) shall belong to Landlord. If a portion of the premises is taken by eminent domain, Landlord or Tenant shall have the right to terminate this lease by giving written notice thereof to the other party within ninety (90) days after the date of taking. If a portion of the premises is taken by eminent domain and this lease is not hereby terminated, Landlord shall, at its expense, restore the remaining portion of the premises to a rentable condition, if necessary and exclusive of any improvements or other changes made to the premises by Tenant. In the event of a total taking of the premises, rent shall abate from the date of taking. In the event of a partial taking, rent shall abate from the date of taking in the proportion that the taken portion of the premises bears to the entire premises.

20. **ASSIGNMENT AND SUBLETTING:** Tenant shall not, without the prior written consent of Landlord, assign or sublease this lease. In the event of any such permitted assignment, encumbrance or subletting, Tenant shall remain liable for payment of all rent and other charges provided in this lease and for the performance of all of its covenants and conditions. In the event Landlord agrees to an assignment or sublease, Landlord may charge a reasonable fee, not to exceed \$1,000.00, to help offset any costs Landlord may have in preparing such assignment.

21. **INDEPENDENCE OF COVENANTS:** An allegation by Tenant of Landlord's breach of this lease shall not excuse Tenant's performance of its obligations, monetary and otherwise, under this lease, and Tenant shall not be entitled to any right of set-off so long as the alleged claim has not been reduced to judgment.

22. **QUIET ENJOYMENT; ACCESS TO PREMISES; SURRENDER:** so long as Tenant is not in default hereunder, Tenant shall be entitled to peacefully and quietly enjoy possession of the premises, and Landlord shall defend Tenant's right to the same in any action brought by any third party at Landlord's cost and expense. Notwithstanding the preceding sentence, Landlord, or its representative, shall have the right to enter upon the premises at any reasonable time for the purpose of inspecting, making repairs, or showing the premises to prospective tenants within the last six months of the term or any renewal or extension of this lease. Landlord or its representatives shall have access to the premises provided that such entries shall be accomplished in a manner least likely to interfere with Tenant's business.

On the last day of the term of this lease or upon the earlier termination thereof for any reason, Tenant shall peaceably and quietly surrender the premises in good order and repair. Tenant agrees that: (a) Landlord shall have access to the Premises at all reasonable times, upon reasonable notice, for the purpose of performing maintenance work, and (b) Landlord shall incur no liability to Tenant, nor shall Tenant be entitled to any abatement of rent on account of any noise, vibration, or other disturbance to Tenant's business at the Premises which shall arise out of said access by Landlord or by the performance by Landlord of the aforesaid renovations at the Building, and (c) Landlord shall use reasonable efforts (which shall not include any obligation to employ labor at overtime rates) to avoid disruption of Tenant's business during any such entry upon the Premises by Landlord, and (d) It is

expressly understood and agreed by and between Landlord and Tenant that if Tenant shall commence any action or proceeding seeking injunctive, declaratory, or monetary relief in connection with the rights reserved to Landlord under this provision, or if Landlord shall commence any action or proceeding to obtain access to the Premises in accordance with this provision, and if Landlord shall prevail in any such action, then Tenant shall pay to Landlord, as additional rent under this Lease, a sum equal to all legal fees, costs and disbursements incurred by Landlord in any way related to or arising out of such action or proceeding.

23. **HOLDING OVER:** If Tenant shall continue to occupy and remain in the Premises at the expiration of said term, and prior thereto a renewal thereof has not been negotiated, then it is agreed between the parties that in such event such possession by the Tenant shall be considered as a month-to-month tenancy and subject to the same rentals, covenants and conditions as originally written herein, and no extension of said lease, other than for month-to-month, shall be valid unless expressly stipulated in writing by Landlord. If the Tenant shall hold said Premises or refuse to give possession thereof after the termination of lease by lapse of time or otherwise, and after having received notice to vacate, then Tenant agrees to pay for each month of such holding as liquidated damages, twice the amount above stipulated as monthly rental, and, in addition thereto, shall pay the Landlord for all damages, consequential as well as direct, sustained by reason of the Tenant's retention of possession.

24. **SECURITY DEPOSIT:** Tenant shall, upon the execution of this lease, deposit with Landlord the sum of **PRIOR LEASE DEPOSIT** as security for the faithful performance of all the terms and conditions of this lease, including, but not limited to, the prompt payment of all sums due under this lease and to indemnify Landlord for any loss, costs, fees or necessary expenses which Landlord may incur as a direct and proximate result of any breach of this lease by Tenant. Landlord shall have the right to apply any or all such security deposit, from time to time, in order to cure any default in the performance of Tenant's obligations under this lease. In the event that Landlord applies any or all of such security deposit to cure any such default prior to the expiration or earlier termination of this lease, Tenant shall promptly replace the amount so applied so that at all times hereunder the security deposit will be maintained at the sum above stated. The amount of such replacement of the security deposit shall be immediately payable as additional rent hereunder. Landlord shall return any remaining portion of such security deposit to Tenant, without interest, within thirty (30) days after the expiration or earlier termination of this lease.

25. **OTHER PROVISIONS:** The following paragraph is inclusive as attached hereto and made a part of this lease.

(a). **"RADON GAS":** 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 Unit. "Tenant acknowledges having read the foregoing notification, and has executed this Lease fully aware of the aforementioned conditions.

26. **ENTIRE AGREEMENT; SUCCESSORS:** This Agreement contains the entire and only agreement, verbal or otherwise, between the parties concerning the premises and shall



be binding on the heirs, personal representatives, successors and assigns, respectively, of each party. This Agreement shall be construed in its entirety. The subject headings of particular sections are for convenience sake and shall not control the construction of the Agreement. In the event that any part of this Agreement shall be deemed unenforceable, that part of the Agreement shall be relaxed to be construed in a manner most consistent with its original intent, and the rest of the Agreement shall remain in full force and effect according to its terms. No modification of this lease shall be enforceable unless the modification is in writing and signed by the party against which enforcement is sought.

27. **NON-APPROPRIATION:** Tenant agrees that during the Term of this Lease, it will use its best efforts to obtain appropriations to fund Rent. To that end, Tenant shall act diligently and make good faith efforts to obtain the necessary annual funding. If, despite such efforts, Tenant is not able to obtain appropriations to fund Rent, this Lease will automatically terminate at the end of Tenant's current fiscal year (October 31 of each year) without further obligation or penalty. Tenant shall provide Landlord with notice as soon as it becomes aware that appropriations are not available.

28. **APPLICABLE LAW; VENUE:** This Lease shall be construed under the laws of the State of Florida. Venue shall be in Collier County, Florida.

Jim and Ali Parish P.A.

Landlord-

By: _____

James Parish

Date: _____

Allesia Parish

Witness #1

Chelsea Buttgliori

Witness #2

Greater Naples Fire and Rescue:

By: _____

Date: _____

And:

BY: _____

Date: _____

Witness #1

Witness #2

OTHER TERMS AND CONDITIONS: NONE

Landlord-

Date _____

Tenant -

Date _____

Tenant-

Date _____