

## **Board of County Commissioners Agenda Request**

**Date of Meeting:** February 3, 2015  
**Date Submitted:** January 20, 2015  
**To:** Honorable Chairperson and Members of the Board  
**From:** Robert M. Presnell, County Administrator  
**Subject:** Discussion of Lease – W. S. Stevens Alternative School

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### **Statement of Issue:**

This agenda item is presented to the Board for discussion of the W. S. Stevens Alternative School lease.

### **Background:**

Per the Chairperson, a letter was mailed to Ms. Carolyn Ford on October 7, 2014 requesting all copies of sub-leases with any tenants. An additional letter was requested to be mailed on January 7, 2015 to request copies of sub-leases and to request a list of any repairs to the building.

Also, a walk thru of the W. S. Stevens Alternative School was scheduled on Wednesday, January 14, 2015 at 10:00 a.m. to determine the current condition of the building.

### **Analysis:**

On October 7, 2014, Ms. Ford responded in writing stating that Children Are Our Future is the only tenant that she has ever sub-leased with (copy attached). This lease was from July 1, 2006 through June 30, 2008; since that time the lease has been a month to month lease.

Mr. Robert Presnell, County Administrator and Mr. Clyde Collins, Building Official conducted a walk-thru at W. S. Stevens Alternative School on Wednesday, January 14, 2015. There were no outstanding issues; cosmetically there were no problems noticed and the building is being well maintained.

### **Fiscal Impact:**

N/A

**Options:**

1. Board Discussion

**County Administrator's Recommendation:**

Option 1

**Attachments:**

1. Copy of the current lease
2. October 7, 2014 Letter to Ms. Carolyn Ford
3. October 7, 2014 Letter to Mr. Robert Presnell/Copy of Sub-lease with Children Are Our Future.
4. January 7, 2015 Letter to Carolyn Ford
5. January 20, 2015 Letter to Mr. Robert Presnell (Sublease & Repairs)

LEASE

This Lease made and executed this 20<sup>th</sup> day of October, 1992 between GADSDEN COUNTY, A Political Subdivision of the State of Quincy, Florida 32351, hereinafter referred to as LESSOR, and NORTH FLORIDA EDUCATIONAL DEVELOPMENT CORPORATION, hereinafter referred to as LESSEE.

**\*WITNESSETH\***

1. **PROPERTY:** LESSEE hereby leases from Lessor property in Quincy, Gadsden County, Florida which Lessor currently holds in fee simple and described to-wit:

Stevens School Building at 1004 West 4th Street,  
Quincy, Florida 32351.

2. **TERM:** The term of this lease is for a Five (5) year period commencing January 1, 1993 and continuing for five (5) years. The LESSEE, upon six (6) months notice to Lessor, shall have the right to terminate this lease agreement. The Lessee shall have the option to automatically renew this lease for Four (4) additional Five (5) year terms upon notice to Lessor, thirty (30) days prior to the expiration of any of the Five (5) year terms, under the same terms and conditions.

3. **RENT:** The LESSEE will pay to the Lessor as rent for the property leased during the period of this rental term, the total amount of \$1.00 per year, payable on or before the 1st day of each January with the first year's rent due at this signing of this lease, payments to be made at the Gadsden County Courthouse, Quincy, Florida 32351, or such other place as the Lessor may advise.

4. **DEFAULT:** If LESSEE fails to tender the rent when due, Lessee shall be in default of this lease. At any time upon written or oral notification of the default, Lessee agrees to vacate the building, waives notice of any court action and agrees to the entry of a writ of eviction for Lessee's failure to pay rent. Lessee agrees to pay all costs of any court action necessitated by Lessee's default including reasonable attorney's fees necessitated by Lessee's wilful failure to vacate the

10/20/92  
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premises upon demand after due notification by Lessor. The default under this paragraph is conditional upon written notice from the Lessor to Lessee which will be provided ninety (90) days prior to taking this remedy.

5. USE: LESSEE will make no unlawful, improper or offensive use of the leased property and shall maintain the property and improve its present condition.

6. SUBLEASING: The LESSEE shall have the right to sublease any part of the leased property.

7. PREMISES: LESSEE shall not commit nor allow to be committed any waste on the premises nor create nor allow any nuisance to exist on the premises or use or allow the premises to be used for any unlawful purpose.

8. UTILITY SERVICES: LESSEE shall collect and ensure that all utility services, repairs, maintenance and proper upkeep of the building is maintained. Failure to correct or make needed repairs after thirty (30) days notice by Lessor shall constitute a default herein.

9. REPAIRS: LESSEE will maintain all other interior and exterior portions of the leased property in good and substantial repair. Lessee shall repair and preserve the historic value of the leased property requiring substantial amounts of repair or remodeling without prior written consent of the Lessor.

10. ACCESS BY LESSOR: LESSOR reserves the right to enter on the premises at reasonable times to inspect said premises and Lessee agrees to permit Lessor to do so at all reasonable times.

11. INSURANCE: LESSEE shall hold Lessor harmless for acts or omissions of Lessee in the use and possession of the leased premises and shall obtain and maintain insurance against loss or damage or other casualty in the amount equal to the full insurable value thereof by a company licensed in the State of Florida. Lessee agrees to defend and indemnify Lessor harmless from any loss, claim, expense or damage to any person or property in or upon or in proximity of the premises which should arise, or



which may arise out of Lessee's use and occupancy. Lessee shall be responsible for furnishing Lessee's own liability, property and contents insurance and will hold Lessor harmless from claims of all people acting hereunder including Lessee's agent, employees or customers in amount not less than \$500,000.00.

12. REQUIREMENTS OF LAW: LESSEE shall comply with the requirements of all laws, orders, ordinances and regulations of all governmental authorities and shall not use the premises in violation of any certificate of occupancy.

13. REMEDIES FOR FAILURE TO PAY RENT: If any rent or other obligation required by this lease shall not be paid when due, the Lessor shall have the option to, in addition to the options defined in DEFAULT above:

a. Terminate this lease, resume possession of the property for Lessor's own account.

EXECUTED by LESSOR and LESSEE this the 20<sup>th</sup> day of October, 1992, at Quincy, Gadsden County, Florida.

Signed, Sealed and Delivered  
in the presence of:

NORTH FLORIDA EDUCATIONAL  
DEVELOPMENT CORPORATION

BOARD OF COUNTY COMMISSIONERS  
OF GADSDEN COUNTY, FLORIDA

By \_\_\_\_\_  
LESSOR

By *Harry F. Holt* (SEAL)  
HARRY HOLT, Chairman

ATTEST:

*Nicholas Thomas*  
NICHOLAS THOMAS, Clerk

This instrument was prepared by Harold S. Richmond, Attorney  
at Law, P.O. Box 695, Quincy, Florida 32353-0695



**COMMISSIONERS:**

**ERIC F. HINSON**  
District 1  
**DOUGLAS M. CROLEY**  
District 2  
**GENE MORGAN**  
District 3  
**BRENDA A. HOLT**  
District 4  
**SHERRIE D. TAYLOR**  
District 5

**GADSDEN COUNTY**  
**Board of County Commissioners**

**EDWARD J. BUTLER**  
**GADSDEN COUNTY GOVERNMENTAL COMPLEX**

**ROBERT M. PRESNELL**  
County Administrator

**DAVID J. WEISS**  
County Attorney

October 7, 2014

Ms. Carolyn Ford  
C/O W. S. Stevens Alternative School  
P. O. Box 550  
Gretna, Florida 32332

RE: W. S. Stevens Alternative School

Dear Ms. Ford:

I am writing to request information regarding the Lease of W. S. Stevens Alternative School. Please provide copies of any sub-lease agreements that you currently have with any tenants.

Thank you for your cooperation and if you have any questions regarding this request, please feel free to contact me.

Sincerely,

Robert M. Presnell  
County Administrator

RMP/lb



NORTH FLORIDA EDUCATIONAL DEVELOPMENT CORPORATION

Post Office Box 550, Gretna, Florida 32332 • Telephone: 850-856-5025

October 7, 2014

Mr. Robert Presnell, County Administrator  
Gadsden County, Board of County Commissioners  
P.O box 1799 Quincy, FL 32332

RE: W.S Stevens Alternative School

Dear Mr. Presnell,

This letter is in response to your letter written on October 7, 2014. Ms. Sherry Taylor is the only tenant that I have a sub-lease agreement with at W.S. Stevens Alternative School. In fact she is the only tenant that I have ever had a sub-lease at this school.

Attached to this document is a sub-lease agreement dated in 2008 since that time, the lease has been a month to month lease. Her requirements for the last five years were to pay only the utilities, insurance, and the maintenance.

Thank you very much, if you have any other questions please feel free to contact me.

Sincerely,

Carolyn Ford, ED.S

Executive director





NORTH FLORIDA EDUCATIONAL DEVELOPMENT CORPORATION

Post Office Box 550, Gretna, Florida 32332 • Telephone: 850-856-5025

Sherrie Taylor  
Children Are Our Future  
Post Office Box 1602  
Quincy, Florida 32353  
(850) 627-4239

This Contractual agreement is between Children Are Our Future (CAOF) and North Florida Educational Development Corporation (NFEDC)

Length of Contract: July 1, 2006 – June 30, 2008.


Conditions:       \*Children Are Our Future must pay \$600.00 monthly beginning at  
                              the first of each month.  
                              \*Must maintain liability insurance and maintenance of building.

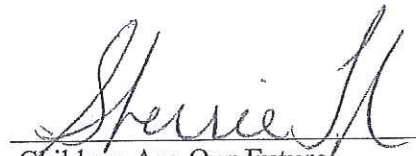
The organization of person who conducts business on said premise would hold NFEDC harmless of any seen or unseen mishap connecting with any operations or event.

NFEDC will hold CAOF responsible for destruction of property connection with their operations or event.

NFEDC will be help harmless regarding and liabilities incurred by Children Are Our Future and it group / members.

Contracting Parties:

  
North Florida Educational Dev. Corp

  
Children Are Our Future





**COMMISSIONERS:**

**ERIC F. HINSON**

District 1

**ANTHONY O. VIEGBESIE, PH.D.**

District 2

**GENE MORGAN**

District 3

**BRENDA A. HOLT**

District 4

**SHERRIE D. TAYLOR**

District 5



**GADSDEN COUNTY**

**Board of County Commissioners**

**EDWARD J. BUTLER**

**GADSDEN COUNTY GOVERNMENTAL COMPLEX**

**ROBERT M. PRESNELL**  
County Administrator

**DAVID J. WEISS**  
County Attorney

January 7, 2015

Ms. Carolyn Ford  
C/O W. S. Stevens Alternative School  
P. O. Box 550  
Gretna, Florida 32332

RE: W. S. Stevens Alternative School

Dear Ms. Ford:

The Gadsden County Board of County Commissioners will entertain an item at the February 3, 2015 Board meeting to discuss the W. S. Stevens Alternative School. I am writing to request copies of any sub-lease agreements that you currently have with any tenants. Also, please provide a list of any repairs made to the building in the last 24 months. Please submit the requested information to my office at the address below by Tuesday, January 20, 2015.

Thank you for your cooperation and if you have any questions regarding this request, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert M. Presnell", is written over a large, stylized, circular flourish or scribble.

Robert M. Presnell  
County Administrator

RMP/lb

cc: Stevens School lease file



**NORTH FLORIDA EDUCATIONAL DEVELOPMENT CORPORATION**

Post Office Box 550, Gretna, Florida 32332 • Telephone: 850-856-5025

**HOPE**

Mr. Robert M. Presnell, County Administrator

P. O. Box 1799

Quincy, Florida 32351

**RECEIVED**

**JAN 22 2015**

**COUNTY ADMINISTRATOR'S  
OFFICE**

Re: W. S. Stevens Alternative Schools

Dear Mr. Presnell,

This letter is in response to your request dated January 7, 2015. The only current sub-lease agreement NFEDC has is with Ms. Sherry-Taylor. Her lease at this time is month to month. This sub-lease was forward with an earlier request.

In regards to the repairs on the school, most of the major repairs take place in the spring. The following repairs within the last twenty-four months were:

1. Painting	1,700.00
2. Replacing doors	458.00
3. Floors & replacing floor joints	2,200.00
4. Replacing windows	2,100.00
5. Replacing Drop Ceiling Panels	1,600.00
6. Repairing bathrooms (6)	6,300.00
7. Main Water Line	2,700.00
8. Patching roof	2,400.00
9. Securing windows & doors	1,500.00

Replacement of items to damage property due to four break-ins in the last twenty-four months.

1. Wall replacement	2,300.00
2. Air conditioning & heating units (6)	3,600.00
3. Television & Training materials	2,700.00
4. Reconstructing of ceiling	800.00
5. Food, USDA certified	1,200.00

This does not include the ongoing maintenance of the exterior and interior of W. S. Stevens Alternative School. If there are any questions, I can be reached at (850) 856-5025 or (850) 933-9404. Thank You for your consideration in the matter.

Sincerely,

Carolyn Ford, ED. S

Executive Director



A UNITED WAY MEMBER AGENCY