

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Lease for Intervention Services (Children's Village)

DEPARTMENT: Administrative Services **DIVISION:** Support Services

AUTHORIZED BY: Speed Thomas **CONTACT:** Meloney Lung *mc* **EXT.** 5256

Agenda Date <u>4/11/06</u> Regular <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Work Session <input type="checkbox"/> Briefing <input type="checkbox"/>
Public Hearing – 1:30 <input type="checkbox"/> Public Hearing – 7:00 <input type="checkbox"/>

MOTION/RECOMMENDATION: Approve and authorize Chairman to execute the lease agreement with Intervention Services (Children's Village).

BACKGROUND:

- In 1987, the BCC approved a lease with Sharing Concern for Seminole County Shelter Children, Inc. (SC3) to provide temporary care for children on approximately 1.5 acres at the corner of Dike and Dodd Road.
- In 1992, the lease was amended to turn the day to day operations of the two facilities constructed on this property to Seminole community Mental Health Center, Inc. (SCMHC).
- SCMHC provided services at this location through 2002 when state funding became difficult to obtain.
- The property has remained vacant since 2002 and the lease was terminated on March 4, 2004.
- On December 14, 2005, the BCC directed staff to work with the Seminole County Community Alliance to identify an appropriate usage of the property.
- The Community Alliance established a "Children's Village Task Force" and recommend that the property be used for an "Independent Living" program focusing on young men and women (ages 16-21) who are aging out of the dependency system.
- On April 4, 2005, the BCC directed staff to develop an RFP for the utilization of Children's Village.
- On June 28, 2005, the BCC directed staff to develop an RFP that would ensure a broad level of response that would include but not be limited to transitional living programs.

Reviewed by:	<i>[Signature]</i>
Co Atty:	<i>[Signature]</i>
DFS:	<i>[Signature]</i>
Other:	<i>[Signature]</i>
DCM:	<i>[Signature]</i>
CM:	<i>[Signature]</i>
File No. <u>CASSS01</u>	

- On December 13, 2005, staff recommended the highest scored applicant (Community Coordinated Child Care) be awarded the lease for the property to operate 4 Head Start class rooms. The BCC directed staff to work with the number two rated respondent, Intervention Services.
- On February 28, 2006, the BCC approved the award of the lease to Intervention Services to operate a Transitional Living facility.

In order to meet the needs of the lessee and to be in accordance with BCC direction, staff included two changes to the lease. The changes require Seminole County to pay for all cost associated with the septic to sewer hook-up and the repair/replacement of the driveway.

Attached is the updated lease with the two changes.

**LEASE AGREEMENT
(RFP-0143-95/TLR)**

THIS LEASE is made and entered into this ____ day of _____, 20____, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "LANDLORD," and **INTERVENTION SERVICES, INC.**, whose address is 150 Spartan Drive, Maitland, Florida 32751, hereinafter referred to as "TENANT".

W I T N E S S E T H:

WHEREAS, the LANDLORD is the owner of that certain property more particularly described as:

THE NORTH 351.71 FEET OF THE SOUTH 376.71 FEET OF THE WEST 200.00 FEET OF THE EAST QUARTER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 21 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA

WHEREAS, the Board of County Commissioners has the authority under Section 125.35, Florida Statutes, to lease real property for the particular use it deems to be the highest and best; and

WHEREAS, the Board of County Commissioners has determined the granting of such rights and privileges to the TENANT, as are outlined under this Lease Agreement, constitutes a County purpose,

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the LANDLORD and TENANT agree as follows:

1. LEASED PREMISES. Upon payment of the rent as hereinafter set forth, the LANDLORD hereby leases and demises the following described premises, situate in the County of Seminole, State of Florida, to-wit:

THE NORTH 351.71 FEET OF THE SOUTH 376.71 FEET OF THE WEST 200.00 FEET OF THE EAST QUARTER OF THE SOUTH HALF OF THE

NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 21 SOUTH, RANGE
30 EAST, SEMINOLE COUNTY, FLORIDA

2. TERM. The term of this Lease Agreement is four (4) years from the date of its execution by the COUNTY. Upon written agreement by the parties, the lease may be extended for three (3) additional two (2) year terms.

3. RENTAL. TENANT shall pay LANDLORD, as rent for the leased premises, the sum of ONE AND NO/100 DOLLARS (\$1.00) per year of the lease term, with the total lease amount payable upon execution of this Lease.

4. PAYMENTS. When due, payments required under the term of this Lease Agreement shall be sent by the TENANT to:

Director of County Finance
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080

5. HANDICAPPED STANDARDS AND ALTERATIONS.

(a) TENANT agrees that the demised premises now conform, or that, prior to TENANT's occupancy, said premises shall, at TENANT'S expense, be brought into conformance with the requirements of Florida Americans with Disabilities Accessibility Implementation Act, Section 553.513, Florida Statutes, providing requirements for persons with disabilities and with the requirement of Public Law 101-336, enacted July 26, 1990, effective January 26, 1992, Section 28 CRF Par 35 and Appendix to Section 26 CFR Part 1191, known as the "Americans with Disabilities Act of 1990," by the United States Architectural and Transportation Barriers Compliance Board.

(b) That the TENANT shall have the right to make any alterations in and to the demised premises during the term of this Lease Agreement upon first having obtained the written consent thereto of the LANDLORD. The LANDLORD shall not capriciously withhold the consent to any such alterations.

6. USE OF LEASED PREMISES. TENANT shall have the exclusive use of the demised premises for such use as is described in Exhibit "A" attached hereto. TENANT covenants that it will not use or permit the premises to be used for any purpose prohibited by the laws of the United States of America (or) the State of Florida, (or) the ordinances of Seminole County; it shall not use or keep any substance or material in or about the demised premises which may vitiate or endanger the validity of the insurance on the said building or increase the hazard of risk, and it shall not permit any nuisance on the demised premises.

7. QUIET POSSESSION. The LANDLORD shall warrant and defend the TENANT in the enjoyment and peaceful possession of the premises during the term of this Lease Agreement.

8. UTILITIES AND MAINTENANCE.

(a) TENANT shall provide and pay for all utilities including lights, gas, electrical current, water and sewers used anywhere in, on or about the demised premises, and shall pay the charges made therefor by the suppliers thereof promptly when due.

(b) TENANT agrees to provide all necessary maintenance and repairs for the building, both interior and exterior, including HVAC, and grounds of the premises for the duration of this Lease Agreement.

9. ASSIGNMENT AND SUBLEASE. The TENANT shall not assign this Lease or sublet the Leased Premises, or any part thereof.

10. INDEMNIFICATION OF COUNTY. The TENANT agrees to hold harmless, indemnify, and defend the COUNTY, its commissioners, officers, employees, and agents against any and all claims, losses, damages or lawsuits for damages, arising from, allegedly arising from or related to the use of premises or provision of services hereunder by the TENANT.

11. INSURANCE.

(a) GENERAL. The TENANT shall at the TENANT's own cost, procure the insurance required under this Section.

(1) The TENANT shall furnish the LANDLORD with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial General Liability). The COUNTY, its officials, officers, and employees shall be additional named insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the LANDLORD shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the TENANT, the TENANT shall provide the LANDLORD with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu

of the statement on the Certificate, the TENANT shall, at the option of the LANDLORD submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. **The Certificate shall have this Agreement number clearly marked on its face.**

(3) In addition to providing the Certificate of Insurance, if required by the LANDLORD, the TENANT shall, within thirty (30) days after receipt of the request, provide the LANDLORD with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the LANDLORD nor failure to disapprove the insurance furnished by a TENANT shall relieve the TENANT of the TENANT's full responsibility for performance of any obligation including TENANT indemnification of LANDLORD under this Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's

Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the TENANT shall, as soon as the TENANT has knowledge of any such circumstance, immediately notify the LANDLORD and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the TENANT has replaced the unacceptable insurer with an insurer acceptable to the LANDLORD the TENANT shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of the TENANT, the TENANT shall, at the TENANT's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the TENANT and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) The TENANT's insurance shall cover the TENANT and its subcontractors of every tier for those sources of liability which

would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 100,000.00	(Each Accident)
\$ 500,000.00	(Disease-Policy Limit)
\$ 100,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) The TENANT's insurance shall cover the TENANT for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by the TENANT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability Policy with amount of specified for each project:

General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

(3) Professional Liability Insurance. The TENANT shall carry limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00).

(d) COVERAGE. The insurance provided by TENANT pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the LANDLORD or the LANDLORD's officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the TENANT.

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve the TENANT, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

12. MAINTENANCE AND REPAIRS.

(a) The TENANT shall provide for interior and exterior maintenance and repairs in accordance with generally accepted good practices, including repainting, HVAC repair and maintenance, the replacement of worn or damaged floor covering and during the term of this Lease Agreement, keep the interior and exterior of the demised premises in as good a state of repair as it is at the time of the commencement of this Lease Agreement, reasonable wear and tear excepted.

(b) The TENANT shall maintain and keep in repair the exterior of the demised premises during the term of this Lease and shall be responsible for the replacement of all doors and windows broken or damaged, including painting, in the demised premises.

(c) The TENANT shall maintain the interior and exterior of the demised premises including grounds and parking area so as to conform to all applicable health and safety laws, ordinances and codes which are presently in effect and which may subsequently be enacted during the term of this Lease and any renewal periods.

(d) The TENANT agrees to furnish pest control services for the leased premises during the term of the Lease at the expense of the TENANT.

(e) The LANDLORD agrees to convert the current septic system servicing the premises to sewer and pay all costs related thereto.

(f) The LANDLORD agrees to repair the existing parking lot for the premises and pay all costs related thereto.

13. HEATING, AIR CONDITIONING AND JANITOR SERVICES.

(a) The TENANT agrees to maintain heating and air conditioning equipment in satisfactory operating condition at all times for the leased premises during the term of the Lease at the expense of the TENANT.

(b) The TENANT agrees to furnish janitorial services and all necessary janitorial supplies including the provision of recycling trash disposal for the leased premises during the term of the Lease at the expense of the TENANT.

14. FIRE AND OTHER HAZARDS.

(a) In the event that the demised premises, or the major part thereof, are destroyed by fire, lightning, storm or other casualty, the LANDLORD at its option may forthwith repair the damage to such demised premises at its own cost and expense. The rental thereon shall cease until the completion of such repairs and the LANDLORD will immediately refund the pro rata part of any rentals paid in advance by the TENANT as speedily as is practicable and upon the completion of such repairs, the full rental shall commence and the Lease shall then continue the balance of the term.

(b) The TENANT shall provide for fire protection during the term of this Lease in accordance with the fire safety standards of the State Fire Marshall. The TENANT shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshal. The TENANT agrees that the de-

mised premises shall be available for inspection by the State Fire Marshall, at any reasonable time.

15. TAXES AND FIRE INSURANCE. LANDLORD shall pay all real estate taxes on the demised premises. LANDLORD shall not be liable to carry fire insurance on the person or property of the TENANT or any other person or property which may now or hereafter be placed in the demised premises.

16. CANCELLATION AND TERMINATION.

(a) This Lease may be cancelled or terminated by either party at any time, with or without cause, upon not less than six (6) months' written notice delivered to the other party or.

(b) In the event the TENANT fails or ceases to use the premises for any or all of the uses as described in Exhibit "A", without prior written permission of the LANDLORD to do so, the LANDLORD may terminate this Lease immediately upon written notice to the TENANT.

17. SURRENDER OF POSSESSION. The TENANT agrees to deliver up and surrender to the LANDLORD possession of the leased premises at the expiration or termination of this Lease, in as good condition as when the TENANT takes possession except for ordinary wear and tear, alterations permitted under this Lease, or loss by fire or other casualty, act of God, insurrection, nuclear weapon, bomb, riot, invasion or commotion, military or usurped power.

18. REMOVAL OF PROPERTY. TENANT shall, without demands therefor, and at its own cost and expense and prior to expiration or sooner termination of the term hereof or of any extended term hereof, remove all property belonging to it and all alterations, additions, or improve-

ments, and fixtures which, by the terms hereof, he is permitted to remove; repair all damage to the leased premises caused by such removal; and restore the leased premises to the condition they were in prior to the installation of the property so removed. Any property not so removed shall be deemed to have been abandoned by TENANT and may be retained or disposed of by LANDLORD.

19. ACCEPTANCE OF PREMISES "AS IS" BY TENANT. The taking of possession of the said leased premises "as is" by the TENANT shall be conclusive evidence that said premises were in good and satisfactory condition when possession of the same was taken, latent hidden defects excepted.

20. WAIVER. No waiver of any breach of any one or more of the condition or covenants of this Lease by LANDLORD or by the TENANT shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

21. AMENDMENT OR MODIFICATION. Both parties hereto acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties, except such as are expressed herein, and that no amendment or modification of this Lease shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Lease.

22. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested and sent to:

For LANDLORD:

Manager, Support Services
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

For TENANT:

Intervention Services, Inc.
1505 Spartan Drive
Maitland, Florida 32751

23. **DEFAULT.** Either party to this Lease, in the event of an act of default by the other, shall have all remedies available to it under the laws of the State of Florida, provided, however, the provisions, terms or conditions of this Lease shall not be construed as a consent of the State of Florida to be sued because of said Leasehold.

24. **APPLICABLE LAW.** This Lease shall be construed under and in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have made and executed this instrument for the purpose herein expressed.

ATTEST:

INTERVENTION SERVICES, INC.

Secretary

By: _____
SUSAN BECKER, Executive Director

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by
the Board of County Commissioners
at their _____, 20____,
regular meeting.

Approved as to form and
legal sufficiency

County Attorney
AC/lpk
2/6/06 2/21/06 3/23/06
rfp-0143

Attachment:
Exhibit "A" - Description of Services