

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Seminole County Mental Health Center Sublease to the Conductive Education Center

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

AUTHORIZED BY: Jamie Croteau **CONTACT:** Meloney Lung *MCL* **EXT.** 5256

Agenda Date <u>4/22/03</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: Authorization and approval for Chairman to execute the sublease agreement between the Seminole County Mental Health Center and the Conductive Education Center for use of a shelter facility on County-owned land.

BACKGROUND: The original lease for this location was entered into on July 14, 1987 between the County and Sharing Concern for Seminole County Shelter Children Inc. (SC3) for land upon which a shelter would be constructed. The lease was amended on August 22, 1992 allowing the Seminole County Mental Health Center, Inc (SCMHC) to assume SC3's responsibilities of the lease to operate the Seminole Children's Village, located at 3790 Dike Road, Winter Park.

Funding cuts at the State level forced the Seminole Children's Village to close in May of 2002. Staff has worked with SCMHC to find an appropriate agency to sublease a portion or all of the property. The Conductive Education Center provides educational services to local children (85% of whom are Seminole County residents) with developmental disabilities resulting from birth defects/injuries (i.e. Cerebral Palsy). The Conductive Education Center has entered into an agreement to sublease the rear building of the Seminole Children's Village facility. The Conductive Education Center has agreed to pay SCMHC a monthly rate of \$1,976.00 which will cover all building maintenance and fees associated with the security monitoring. SCMHC will be available to provide mental health overlay services as needed. Additionally, SCMHC is continuing to work with the Department of Children and Families to secure funding to reopen the other building on the property.

Section 13 of the Amended Shelter Home Lease allows SCHMC to sublet the property with written approval of the County. All other terms and conditions of the lease remain in effect.

District 1, Commissioner Maloy

Reviewed by:
Co Atty: _____
DFS: _____
Other: _____
DCM: <i>[Signature]</i>
CM: <i>[Signature]</i>
File No: <u>0455502</u>

LEASE AGREEMENT

LESSOR **Seminole Community Mental Health Center, Inc.**
 237 Fernwood Boulevard
 Fern Park, FL 32730

LESSEE **Conductive Education Center Of Orlando, Inc.**
 A Non-Profit Organization

PREMISES **3790 Dike Road**
 Winter Park, FL 32792

THIS LEASE is made between Seminole Community Mental Health Center, Inc. ("Lessor") and Conductive Education Center Of Orlando, Inc. ("Lessee") and constitutes a Lease between the parties of the "Premises" in the "Building," located at 3790 Dike Road, Winter Park, FL 32792 upon the terms and conditions hereinafter set forth.

1. BASIC LEASE PROVISIONS

- a) This lease shall commence on _____, 2003 and terminate on June 30, 2004, and be renewable annually there after upon agreement of all parties.
- b) During the term of this lease, Lessee will maintain liability insurance acceptable to Lessor and shall name Lessor as an additional insured under said insurance. Lessee shall deliver a certificate of insurance to Lessor evidencing such insurance within forty-five (45) days of the execution of this lease.
- c) The leasing fee for said property is \$1,976.00 per month, payable in advance. There will be a lease deposit fee of \$1,976.00 to be returned at termination of lease, assuming all provisions of the lease are met.

2. SERVICES

- a) Lessor agrees to provide the following services for said Premises at no additional cost to the Lessee: Lawn care and septic system maintenance.
- b) Lessee shall be responsible to obtain and pay for all janitorial and cleaning services for the Premises.
- c) Lessee shall be responsible to pay for water and electricity.

3. CONDITION OF THE PREMISES

- a) Lessor represents and warrants that the Premises are in good order, condition and repair. Lessee has inspected and accepted the Premises "as-is".

- b) Lessee agrees that upon termination of lease, the premises will be returned to its original condition.

4. **REPAIRS, MAINTENANCE AND ALTERATIONS**

- a) Lessee shall keep the Premises, including the Leasehold Improvements and Lessee's Property, neat, clean, and in good order and condition. Lessee shall give Lessor prompt notice of any damage to or defective condition in any part or appurtenance of the Premises, the Leasehold Improvements, Lessee's Property, or the Building (including mechanical, electrical, plumbing, heating, ventilating, air conditioning and other equipment facilities and systems located within or serving the Building, hereinafter the "Building Systems"). Lessee shall be responsible for all repairs, replacements and alterations in and to the Premises, the Leasehold Improvements, and Lessee's Property and for all repairs, replacements and alterations in and to the Building and the Building Systems, except for those repairs and replacements the need for which arises out of Lessor's gross negligence or willful misconduct.
- b) Except as provided herein, Lessor shall have no liability to Lessee nor shall Lessee's covenants and obligations under this Lease be reduced or abated in any manner whatsoever by reason of any inconvenience, annoyance, interruption or injury to business arising from Lessor's making any repairs or changes which Lessor is required or permitted by this Lease or required by law to make in or to any portion of the Premises, the Building or the Building Systems. Lessor shall nevertheless use its best efforts to minimize any interference with Lessee's business in the Premises.
- c) Lessee shall not make any alteration in or to the Premises without the prior written consent of Lessor, not to be unreasonably withheld, conditioned or delayed. Lessee shall defend, indemnify and save harmless Lessor from and against any and all costs expenses and liabilities (including reasonable attorneys' fees) incurred in connection with any alteration in or to the Premises made by Lessee. If alterations requested by Tenant are made by Lessor, Lessee shall pay Lessor within 10 days of demand the cost therefor. If Lessor gives its consent to the making of alterations by Lessee, all such work shall be done in accordance with such requirements and upon such conditions as Lessor, in its sole discretion, may impose. Any review or approval by Lessor of any plans or specifications with respect to any alteration is solely for Lessor's benefit, and without any representation or warranty whatsoever to Lessee with respect to the adequacy, correctness or efficiency thereof or otherwise.
- d) Lessee shall defend, indemnify and save harmless Lessor from and against any and all mechanics' and other liens and encumbrances filed by any person claiming through or under Lessee, including security interests in any materials, fixtures, equipment or any other improvements or appurtenances installed in and constituting part of the Premises and against all costs, expenses and liabilities (including reasonable attorneys' fees) incurred in connection with any

such lien or encumbrance or any action or proceeding brought thereon. Lessee at its expense shall procure the satisfaction or discharge of record of all such liens and encumbrances within 30 days after the filing thereof. Pursuant to the provisions of section 713.10, Florida Statutes, under no circumstances shall the interest of Lessor in and to the Land or the Building be subject to liens for improvements made by Lessee or subject to any mechanic's, laborer's or materialman's lien or any other lien or charge on account of or arising from any contract or obligation of Lessee. Also, Lessee shall notify any contractor making any improvements of the foregoing provision, and the knowing or willful failure of Lessee to provide such notice to the contractor shall render the Contract between Lessee and the contractor voidable at the option of the contractor.

- e) If the sprinkler system installed in the Building or any of its appliances shall be damaged or injured, by reason of any act or omission of Lessee, or Lessee's agents, servants, employees, licensees or visitors, Lessee shall forthwith restore the same to good working condition at its own expense

5. **USE OF THE PREMISES**

- a) Lessee, at its sole cost and expense shall be responsible for complying with all applicable provisions of Title III ("Title III") of the Americans with Disabilities Act of 1990 (the "ADA") relating to: (i) the physical condition of the Premises, (ii) Lessee's policies and the operation of its business in or from the Premises, and (iii) Lessee's employment and employment-related practices. Lessor shall have no responsibility whatsoever for compliance with the ADA within the Premises. Lessee shall indemnify, defend and hold harmless Lessor from and against any and all claims, actions, damages, liability, cost and expense, including reasonable attorneys' fees, in connection with or resulting from compliance or non-compliance with the ADA.
- b) Notwithstanding the foregoing or anything to the contrary contained in this Lease, Lessor's consent shall not be required with respect to any work done in and/or alterations to the Premises by or on behalf of Lessee in order to comply with the ADA; provided, however, (a) with respect to any such work or alterations which are structural in nature, Lessee shall give Lessor thirty (30) days' prior written notice of any such work or alterations and (i) such structural work or alterations shall be subject to Lessor's prior written approval, which shall not be unreasonably withheld, and (ii) Lessor shall have the option, exercisable by notice to Lessee within such thirty (30) days prior to commencing such work or alterations, Lessee shall provide Lessor with plans and specifications for any such work or alterations, and Lessor shall have their right to approve the aesthetic aspects of such work, such approval not to be unreasonably withheld, conditioned or delayed.

6. LEASEHOLD IMPROVEMENTS

- a) All Leasehold Improvements (i) shall be and remain a part of the Premises; (ii) shall be deemed the property of Lessor; and (iii) shall not be removed by Lessee, without the prior consent of Lessor, or replaced with any item of lesser quality, without the prior consent of Lessor.
- b) All Lessee Property shall be and shall remain the property of Lessee and, except as otherwise prohibited by this Lease, may be removed by it at any time during the Term; provided that , if any of Lessee's Property is removed, Lessee shall pay the cost of repairing any damage to the Premises or to the Building resulting from such removal.

7. RIGHTS RESERVED TO LESSOR

- a) To take any and all measures, including entering the Premises for the purpose of making inspections, repairs, alterations, additions and improvements to the Premises or to the Building (including for the purpose of checking, calibrating, adjusting and balancing controls and other parts of the Building Systems), as may be necessary or desirable for the operation, improvement, safety, protection or preservation of the Premises or the Building, or in order to comply with all laws, orders and requirements of governmental or other authority, or as may otherwise be permitted or required by this Lease; provided, however, that Lessor shall use its reasonable efforts (except in an emergency) to minimize interference with Lessee's business in the Premises.

8. ASSIGNMENT AND SUBLETTING

- a) Lessee shall not assign, mortgage or encumber this Lease.

9. SURRENDER OF THE PREMISES

- a) Lessee, on the Termination Date, shall peaceably surrender the Premises, including the Leasehold Improvements, in broom-clean condition and otherwise in as good, and original condition as when Lessee took possession, except for: (i) reasonable wear and tear subsequent to the last repair, replacement, restoration, alteration or renewal required by this Lease; (ii) loss by fire or other casualty; and (iii) loss by condemnation.

10. INDEMNIFICATION

- a) Lessee shall indemnify Lessor and save it harmless from all claims, suits, actions, damages, liabilities and expenses in connection with loss of life, bodily or personal injury or property damage occurring on or arising from or out of Lessee's use or occupancy of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of Lessee or Lessee's Representatives, whether occurring in or about the Premises or in Common Areas or elsewhere within the Building or on the Land. This obligation to indemnify includes reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses and liabilities.

11. INSURANCE

- a) During the Term of this Lease or any renewal thereof, Lessee shall obtain and promptly pay all premiums for (i) occurrence from Commercial General Liability insurance policies or Comprehensive General Liability insurance policies with a Broad Form Comprehensive Liability endorsement against claims for personal injury, death or property damage occurring upon, in or about the Premises with carriers and in amounts reasonable satisfactory to Lessor, in which the limits with respect to personal liability and property damage shall be not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence and (ii) hazard insurance in the amount of the full insurable value of the Building. General Aggregate should be carried by the Lessee to provide coverage for their business pursuits within the Building and should also provide coverage to Lessor as Building owner, and name the Lessor, as an additional insured. All policies shall provide (A) that no material change or cancellation of said policies shall be made without thirty (30) days prior written notice to Lessor and Lessee, (B) that any loss shall be payable notwithstanding any act or negligence of Lessee or Lessor which might otherwise result in the forfeiture of said insurance, and (C) that the insurance company issuing the same shall not have right of subrogation against Lessor. On or before the Commencement Date, and thereafter not less than fifteen (15) days prior to the expiration dates of said policy or policies, Lessee shall provide copies of policies of insurance or certificates thereof evidencing coverages required by this Lease. All the insurance required under this Lease shall be issued by insurance companies authorized to do business in the State with a financial rating of at least an A+ as rated in the most recent edition of Best's Insurance Reports, and in business for the past five (5) years.

12. TERMINATION

- a) At any time, Lessee and Lessor have the right to terminate this Lease upon thirty (30) days prior written notice.
- 13 This lease is absolutely not transferable, and any attempted transfer, assignment, subleasing for the like shall be cause for immediate termination of this lease.
14. In order to be effective, all notices (collectively, "Notices") shall be in writing. Any by one party to the other, shall be effective only if (a) personally delivered to such party at its address set forth (or to such other place as the party to receive such notice shall have specified by notice in advance thereof or (b) sent by prepaid one day overnight courier service (e.g. Federal Express) or by certified mail with postage prepaid, return receipt requested, to such party at such address and received by such party.
15. No alteration, amendment, change or addition to this Lease shall be binding upon either party hereto unless and until reduced to writing and signed by both parties.

16. All rights and liabilities under this Lease given to, or imposed upon, the respective parties, hereto shall extend to and bind their respective personal representatives, administrators, heirs, successors, and permitted assigns.
17. This Lease and all questions of interpretation, construction and enforcement hereof, and all controversies arising hereunder, shall be governed by and adjudicated in accordance with the internal laws of the State of Florida.
18. In connection with any litigation arising out of this Lease the prevailing party shall be entitled to recover all of its reasonable attorney's fees and costs, including all fees and costs incurred prior to and at all trial and appellate levels.

Executed this _____ day of _____, 2003, at Fern Park, Florida

Signed, sealed and delivered
in the presence of:

LESSOR

Debbie R. Driskell

By: _____
Its Executive Director

Deborah J. Beairsto

LESSEE

By: _____
Its Chief Executive Officer

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
DARYL G. MCLAIN Chairman

Date: _____

For the use and reliance of Seminole County
only. Approved as to form and legal
sufficiency.

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

County Attorney