

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Lease Agreement Seminole County Mental Health Center

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

AUTHORIZED BY: Jamie Croteau **CONTACT:** Angi Thompson **EXT.** 5250

Agenda Date <u>4/26/05</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 Lease Agreement for the Seminole County Mental Health Center, located at 300 Bay Avenue, Sanford, FL 32771.

BACKGROUND:

During April 1999, the Board of County Commissioners approved a lease of County-owned property for use as a Mental Health Center. The annual rental rate was for \$1.00 per year. The initial term of the lease was through March 31, 2002. The lease was amended in January 2000 authorizing the Tenant to build an additional 1800 square foot facility on the premises to be used exclusively for behavioral health sciences. The lease was amended again on March 11, 2002 to extend the term through March 31, 2004.

An additional renewal option, extending the lease through March 31, 2006 was available and was not executed. Staff has been in discussions with the Mental Health Center about a long-term lease agreement. The new lease agreement is for 10 years. The annual lease rate is \$1.00 per year. All other terms and conditions from the previous lease remain the same.

District 5, Commissioner Carey

Reviewed by:	
Co Atty:	
DFS:	
Other:	
DCM:	
CM:	
File No.	<u>CASSS03</u>

**LEASE AGREEMENT
SEMINOLE COUNTY MENTAL HEALTH CENTER**

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 the **SEMINOLE COMMUNITY MENTAL HEALTH CENTER, INC.**, whose address is 237 Fernwood Boulevard, Fern Park, Florida 32730, 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 located at 300 Bay Avenue, Sanford, Florida, more particularly described as:

LOT 44, LESS THE NORTHERLY 125 FEET THEREOF, J.E. PACE'S SUBDIVISION, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 1, PAGE 91 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Id. No.: 30-19-31-509-0000-0440

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 space sought for lease under this Lease Agreement was previously leased by the TENANT for a period of thirty-three (33) years as a mental health center; 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 and the continued payment thereof as herein provided, the LANDLORD hereby leases and demises the following described premises, situate in the County of Seminole, State of Florida, to-wit:

the property and building located at:

LOT 44, LESS THE NORTHERLY 125 FEET THEREOF, J.E. PACE'S SUBDIVISION, ACCORDING TO THE PLAT AS RECORDED IN PLOT BOOK 1, PAGE 91 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Id. No.: 30-19-31-509-0000-0440

2. TERM. This Lease Agreement shall commence upon execution of the lease by the parties and continue for a term of ten (10) years thereafter.

3. RENTAL. TENANT shall pay LANDLORD, as rent for the leased premises, the annual sum of ONE AND NO/100 DOLLAR (\$1.00).

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

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, FL 32772-8080

5. HANDICAPPED STANDARDS AND ALTERATIONS.

(a) TENANT agrees that said premises shall, if TENANT has not already done so, 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 Part 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. PURPOSE. The purpose of this Lease Agreement is to permit TENANT to use the premises as a community mental health center.

7. USE OF LEASED PREMISES. TENANT shall have the exclusive use of the demised premises for such lawful use as it may desire to make thereof in connection with or incidental to its purposes during the term of this Lease Agreement. 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 or of the City of Sanford; 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.

8. 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.

9. UTILITIES AND MAINTENANCE.

(a) TENANT shall provide and pay for all utilities including gas, water and sewer used anywhere in, on or about the demised premises, and shall pay the charges made therefore by the suppliers thereof promptly when due, except that LANDLORD shall pay for all charges for electrical service supplied to the premises.

(b) TENANT agrees to provide all necessary maintenance and repairs for the building and grounds of the premises for the duration of this Lease Agreement.

10. ASSIGNED AND SUBLETTING. The TENANT shall not assign or sublet the leased premises or any part thereof without first obtaining the written consent of the LANDLORD.

11. INDEMNIFICATION OF LANDLORD. The TENANT agrees to hold harmless, indemnify, and defend the LANDLORD, 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.

12. 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 this Lease 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 this Lease Agreement and that the insurance is in full compliance with the requirements of this Lease Agreement.

(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 Lease Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Lease 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 Lease 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 Lease 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 Lease 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 this Lease 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 Lease 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 Lease 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 Lease Agreement.

13. MAINTENANCE AND REPAIRS.

(a) The TENANT shall provide for interior maintenance and repairs in accordance with generally accepted good practices, including repainting, the replacement of worn or damaged floor covering and during the term of this Lease Agreement, keep the interior 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 Agreement 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 Agreement and any renewal periods.

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

14. HEATING, AIR CONDITIONING AND JANITOR SERVICES.

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

15. 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 Agreement 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 demised premises shall be available for inspection by the State Fire Marshall at any reasonable time.

16. 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.

17. CANCELLATION AND TERMINATION. This Lease Agreement may be cancelled or terminated by either party at any time, with or without cause, upon not less than thirty (30) days' written notice delivered to the other party or, at the option of the LANDLORD, immediately in the event any of the terms, covenants or agreements of this Lease Agreement have been violated.

18. 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 Agreement, in as good condition as when the TENANT takes possession except for ordinary wear and tear, alterations permitted under this Lease Agreement, or loss by fire or

other casualty, act of God, insurrection, nuclear weapon, bomb, riot, invasion or commotion, military or usurped power.

19. REMOVAL OF PROPERTY. TENANT shall, without demands therefore, 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 improvements, 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.

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

21. 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.

22. 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 Agreement 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 Agreement.

23. 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 Government
200 West County Home Road
Sanford, Florida 32773-6179

FOR TENANT:
Attention: Jim Berko
Seminole Community Health Center, Inc.
237 Fernwood Boulevard
Fern Park, Florida 32730

24. DEFAULT. Either party to this Lease Agreement, 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 Agreement shall not be construed as a consent of the State of Florida to be sued because of said Leasehold.

25. APPLICABLE LAW. This Lease Agreement 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:

SEMINOLE COMMUNITY MENTAL
HEALTH CENER, INC.

, Secretary

By: _____
, President

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/gn/lpk
02/22/05 3/15/05

Attachments:

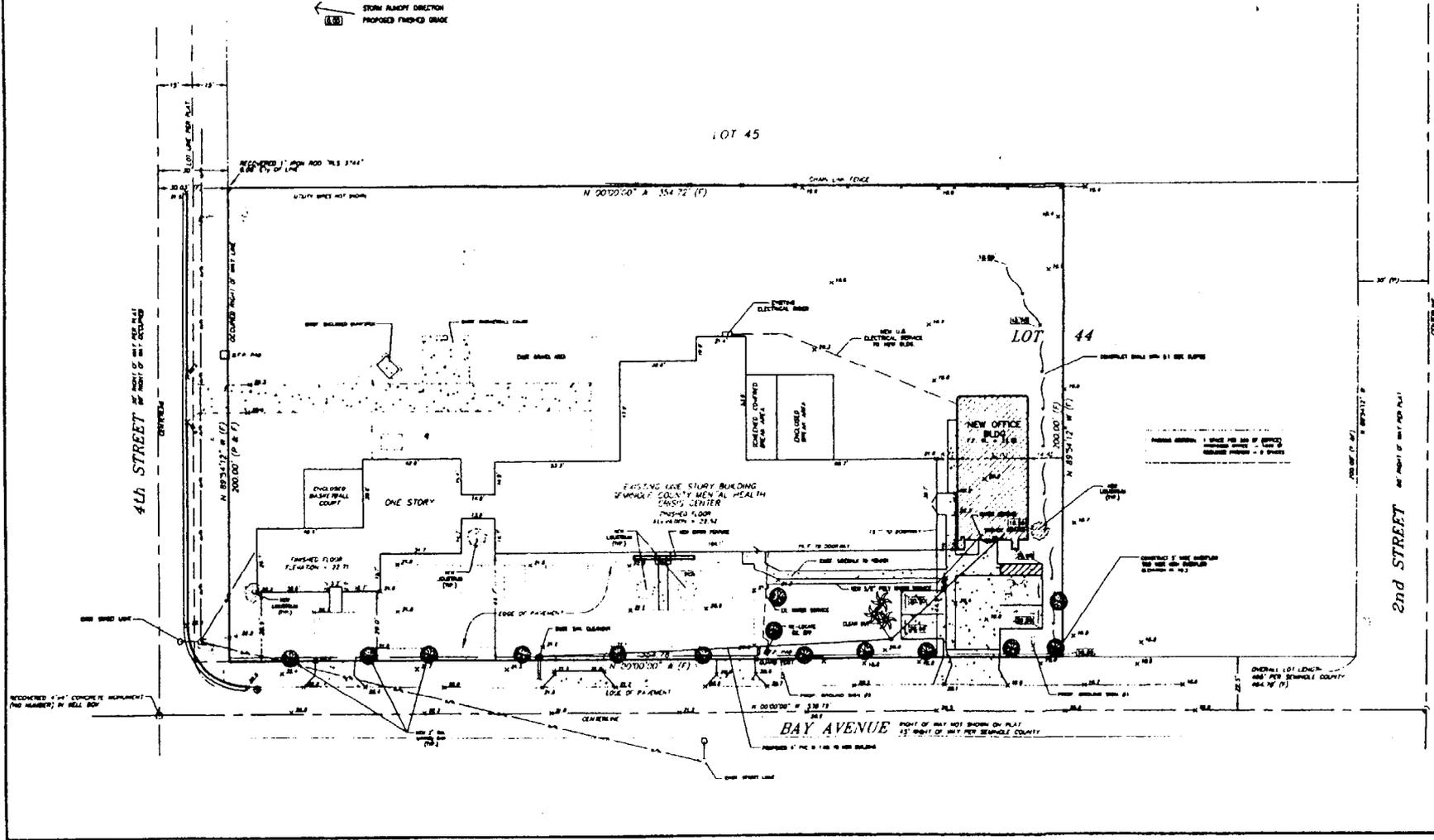
- (1) Site Plan
- (2) Seminole County Property Appraiser's data sheet

LEGEND

- PROPOSED PROPERTY LINE
- PROPOSED BUILDING
- PROPOSED E.O.P.
- PROPOSED 6" X 6" CONC. CURB
- PROPOSED 14" WIDE CURB
- ▨ PROPOSED ASPHALT PAVEMENT
- ▨ PROPOSED CONCRETE PAVEMENT
- ▨ PROPOSED GRAVEL/SHELL PAVEMENT
- PROPOSED STORM PIPE
- PROPOSED WATERMAIN
- PROPOSED SANITARY SEWER
- STORM DRAINAGE DIRECTION
- PROPOSED FINISHED GRADE

LEGAL DESCRIPTION

Lot 44 (less the North 125'), J. E. Paces Subdivision, as recorded in Plat Book 1, page 91 of the public records of Seminole County, Florida.



	AMERICAN CIVIL ENGINEERING CO.
SITE DEVELOPMENT PLAN SEMINOLE COMMUNITY HEALTH CENTER	
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