

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Third Amendment to Lease of Real Property to Seminole County Victim's Rights Association

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

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

<b>Agenda Date</b> <u>04/27/04</u> <b>Regular</b> <input type="checkbox"/> <b>Consent</b> <input checked="" type="checkbox"/> <b>Work Session</b> <input type="checkbox"/> <b>Briefing</b> <input type="checkbox"/>
<b>Public Hearing – 1:30</b> <input type="checkbox"/> <b>Public Hearing – 7:00</b> <input type="checkbox"/>

**MOTION/RECOMMENDATION:** Approve and authorize Chairman to execute Third Amendment to Lease of Real Property to Seminole County Victim's Rights Association

**BACKGROUND:**

During August 1992, the Board of County Commissioners approved a lease of County owned property to the Seminole County Victim's Rights Association. The initial term of the lease was for twenty (20) years with an expiration date of August 31, 2012. The lease was further amended on April 29, 1993 (insurance requirements) and on September 7, 1994 (domestic violence center certification requirement).

Safehouse of Seminole is requesting an extension of the lease agreement through December 31, 2025 in order to meet the 20-year commitment requirement on the current facility which is necessary for them to obtain State grant funding to build a new domestic violence facility in another location in the County. Combined, the two facilities will provide 103 beds for domestic violence victims and their children, an integral part in helping these victims escape abuse and violence in their homes. A copy of the request is attached.

Support Services and Community Development recommend approval of this extension request.

District 5, Commissioner McLain

<b>Reviewed by</b> <b>Co Atty:</b> <u>[Signature]</u> <b>DFS:</b> _____ <b>Other:</b> <u>[Signature]</u> <b>DCM:</b> <u>[Signature]</u> <b>CM:</b> <u>[Signature]</u>
<b>File No.</b> <u>CASS01</u>

**THIRD AMENDMENT TO LEASE OF REAL PROPERTY  
TO SEMINOLE COUNTY VICTIMS' RIGHTS COALITION**

**THIS THIRD AMENDMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ and is to that certain Lease made and entered into on the 26<sup>th</sup> day of August, 1992, between **SEMINOLE COUNTY VICTIMS' RIGHTS COALITION**, whose mailing address is Post Office Box 2921, Sanford, Florida 32772-2921, hereinafter referred to as "TENANT," and **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 "COUNTY".

**W I T N E S S E T H:**

**WHEREAS**, the TENANT and COUNTY entered into the above-referenced Lease on August 26, 1992, as amended on April 29, 1993, and on September 7, 1994, for the lease of real property to establish a domestic violence center; and

**WHEREAS**, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

**WHEREAS**, Section 25 of the Lease provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

**NOW, THEREFORE**, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Lease as follows:

1. Section 2 of the Lease is amended to read:

2. **TERM.** The term of this Lease is from September 1, 1992 through December 31, 2025, the date of signature by the parties notwithstanding. The terms of this Lease shall be automatically renewed for additional one (1) year periods following the initial term unless either party shall have given its notice of intent to terminate this Lease in writing one hundred eighty (180) days prior to the

expiration date of the then current Lease period.

2. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

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

SEMINOLE COUNTY VICTIMS'  
RIGHTS COALITION

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_

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.

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  
3/22/04  
3am-victims rights lease



"Jeannie Gold"  
<jgold@safehouseofs  
eminole.org>

To: <athompson@seminolecountyfl.gov>  
cc: <mlung@seminolecountyfl.gov>  
Subject: Safehouse of Seminole request for lease extension

03/18/2004 01:20 PM

To: Angie Thompson, Seminole County

From: Jeanne Gold, Safehouse of Seminole

Date: March 18, 2004

RE: Request for Extension of Lease

Please accept this letter as a request from the Seminole County Victims' Rights Coalition, dba Safehouse of Seminole, to extend the Lease for the property located at the 900 block of French Avenue (US17-92) in Sanford currently utilized an *emergency shelter for victims of domestic violence and their children*. The reasons for this request are as follows:

1. **The Need:** An extension of the lease is necessary to coincide with the construction of a new domestic violence facility in Seminole County and the 20-year use contract to continue to aid in the relocation of domestic violence victims and their children. The French Ave. County-owned building will continue to service domestic violence victims and their children and help fill a need in Seminole County for transitional housing units.

2. **The Length:** The current lease started on August 26, 1992 for 20 years. The request is to extend the lease until December 31, 2025.

3. The Justification: With County funding combined with the state grant award to Safehouse for the construction of a new facility, combined with the continued utilization of the French Avenue building, 103 beds for victims of domestic violence and their children will be created for less than \$9,000 (nine-thousand dollars) per unit, and the lease extension will follow the 20-year affordable housing contract to be entered into regarding the new facility. Seminole County government plays an integral part in helping victims of domestic violence and their children escape abuse and violence in their homes. Thanks to the partnership between Safehouse and Seminole County, the lives of victims of domestic violence and their children...lives that appear destined for failure...are turning around every day.

Thank you for your prompt consideration

Jeanne Gold

Safehouse of Seminole