

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: East Altamonte Community Center Non-Residential Lease

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

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

Agenda Date <u>7/22/03</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: Approve and authorize Chairman to execute the East Altamonte Community Center Non-Residential Lease.

BACKGROUND:

During January 1998, the Board of County Commissioners approved a lease of the East Altamonte Community Center, located at 325 Station Street in Altamonte Springs, FL 32703, with the Boys and Girls Clubs of Central Florida. The annual rental rate was for \$1.00 per year. The initial term of the lease was through January 26, 2003. Negotiations for a renewal agreement extended beyond the expiration of the original term and effectively terminated the lease agreement. The tenant has remained in the Center during negotiations.

The term of the new agreement with the Boys and Girls Clubs of Central Florida, Inc. is five years and there are two (2) five (5) year renewal options. The annual rental rate is \$1.00 per year.

Changes in the lease include the County assuming responsibility for landscape repair and maintenance and major repairs/replacements. Major repairs/replacements are those which exceed \$500. These major repairs will be paid for with Community Block Grant funds. Landscape repair and maintenance (including irrigation) will be paid for by General Fund. The estimated cost impact to the County over the five year term of the lease is \$69,500, which includes:

- \$7,500 for landscape repair and maintenance,
- \$21,000 for irrigation repairs, maintenance and water,
- \$26,000 for replacement of a 20-ton HVAC unit (\$16,000) and a 12-ton HVAC unit (\$10,000), both in year 4 of the lease
- \$15,000 for replacement of the roof in year 5

Reviewed by: Co Atty: <u>[Signature]</u> DFS: _____ Other: _____ DCM: <u>[Signature]</u> CM: <u>[Signature]</u> File No. <u>CAS6604</u>
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**EAST ALTAMONTE COMMUNITY CENTER NON-RESIDENTIAL LEASE
(RFP-271)**

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 the "COUNTY," and **BOYS & GIRLS CLUBS OF CENTRAL FLORIDA, INC.**, whose mailing address is P. O. Box 2987, Orlando, Florida 32802, hereinafter referred to as the "TENANT."

W I T N E S S E T H:

WHEREAS, the COUNTY is the owner of a certain building which is commonly known as the East Altamonte Community Center; and

WHEREAS, the Board of County Commissioners has the authority to lease real property to non-profit organizations such as the TENANT in accordance with Section 125.38, Florida Statutes; and

WHEREAS, the Board of County Commissioners has determined that the granting of such rights and privileges to the TENANT constitutes a County purpose;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter contained, the COUNTY and TENANT agree as follows:

Section 1. Recitals. The COUNTY has relied upon the above stated recitals.

Section 2. Leased Premises. Upon payment of the rent as hereinafter set forth and the continued payment thereof as herein provided, the COUNTY hereby leases and demises to the TENANT the

following described real estate, situated in the County of Seminole, State of Florida, to-wit:

Lots 3, 4, 5, 6, 7 and 8, Plat Book 3, Page 30, of the Public Records of Seminole County, Florida.

Section 3. Term. This Agreement shall become effective upon execution by both parties and shall run for a term of five (5) years from the effective date. At the COUNTY's sole option, this Agreement may be renewed thereafter for two (2) successive periods not to exceed five (5) years each, unless earlier terminated as provided herein.

Section 4. Rental. The TENANT shall pay the COUNTY at the Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771 or at such other place as the COUNTY shall designate from time-to-time in writing, as rent for the leased premises, the annual sum of ONE AND NO/100 DOLLARS (\$1.00) payable without demand and without setoff or deduction, except as expressly provided herein.

Section 5. Holding Over. In the event the TENANT holds over beyond the expiration of the term hereof, such holding over shall be deemed a month-to-month tenancy only, at the rental of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) per month, payable on the 1st day of each and every month hereafter until the tenancy is terminated in a manner provided by law. In the event the TENANT does hold over against the wishes of, and without consent of the COUNTY, TENANT shall be liable for any and all damages sustained by the COUNTY as a result, directly or indirectly, of the TENANT's failure to vacate the premises in a timely manner, such damages to specifically include the loss of a new tenant,

together with a reasonable attorney's fee, court costs and expenses of such lawsuit.

Section 6. Remodeling Privileges. The COUNTY grants to the TENANT, at the TENANT's sole cost, the right to make partition changes, alterations and decorations as it desires at its own expense in the demised premises; provided, however, that the TENANT shall make no structural change which will impair the structural integrity of the premises without the prior written consent of the COUNTY.

Section 7. Purpose.

(a) The purpose of this Lease is to permit the TENANT to conduct and promote community recreational and support activities such as the provision of teenager and senior citizen programs including vocational education programs on the demised premises. All TENANT activities shall be non-profit in nature, however, fund raising activity for the benefit of TENANT shall not be prohibited.

(b) The TENANT may allow use of the premises for private events such as weddings, receptions, family reunions and similar functions. When TENANT allows premises to be used for a private event, TENANT may require a security deposit, some or all of which may be non refundable, in order to defray costs of operating the community center on leased premises.

(c) TENANT shall provide a year-round program and activity schedule. TENANT's program will operate 1:00 p.m. - 9:00 p.m. daily when school is in session and 7:00 a.m. - 6:00 p.m. during non-school periods Monday - Friday, except for Holidays. Holidays include 4th of July, Martin Luther King Day, Memorial Day, Labor Day, Thanksgiving Day

and the day after Thanksgiving, Christmas Eve, Christmas Day and the day after Christmas.

(d) TENANT shall create a community advisory board comprised of eleven (11) members, 1/3 from the immediate East Altamonte community.

(e) TENANT shall manage all programs and activities in accordance with all state and local laws, ordinances, standards and regulations.

Section 8. Use of Leased Premises. The TENANT shall have the use of the demised premises for such lawful use as it may desire to make thereof in connection with or incidental to the above-stated purpose set forth in Section 7 hereof during the term of this Lease. The TENANT covenants that it will not use or permit the premises to be used for any purpose prohibited by the laws, rules and regulations of the United States of America, the State of Florida and any local government having jurisdiction over the demised premises; 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 any hazard or risk; and it shall not permit any nuisance on the demised premises. The TENANT shall obtain all required licenses, permits and authorizations prior to conducting any activities on the demised premises.

Section 9. Quiet Possession. The COUNTY shall warrant and defend the TENANT in the enjoyment and peaceful possession of the premises during the term of this Lease; provided, however, that the COUNTY shall have the right of access to and use of the demised premises as are not inconsistent with the use of the demised premises by the TENANT.

Section 10. Utilities. The TENANT shall provide and pay for all lights, gas, electrical current, water, sewers, and all other utility

services used anywhere in, on or about the demised premises, and shall pay the charges made therefore by the suppliers thereof promptly when due.

Section 11. Assignment and Subletting.

The TENANT shall not assign or sublet the leased premises, or any part thereof, without first obtaining the written consent of the COUNTY.

The TENANT may authorize the use of the demised premises for vocational educational purposes; provided, however, that the TENANT shall not make any charge for the use of the demised premises for said purposes.

Section 12. Hold Harmless/Indemnification. The TENANT agrees to fully and completely hold harmless, indemnify and defend the COUNTY, its commissioners, officers, employees, and agents from and against any and all claims, liability, loss or damage the COUNTY and anyone claiming under or through the COUNTY may sustain as a result of claims, demands, costs or judgments arising from, allegedly arising from or related to injury or damages of whatsoever nature to persons or property from any use of the premises. In the event that any consideration is deemed to be required in exchange for this indemnification, then TEN AND NO/100 DOLLARS (\$10.00) of the value of the consideration granted unto the TENANT shall be deemed to have been given.

Section 13. Insurance.

(a) TENANT is responsible for paying the cost of insurance for the term of this Lease. If TENANT does not maintain insurance as specified herein, this Lease shall be terminated automatically.

(b) The TENANT does further agree that, in order to protect itself as well as the COUNTY, its commissioners, officers, employees and agents under the indemnity agreement provisions hereinafter set forth,

the TENANT shall provide, pay for, and maintain in force at all times during the term of this Lease, and TENANT shall specifically protect the COUNTY by naming the COUNTY as a named insured on the following policies:

(1) General Liability Insurance. The TENANT shall carry limits in an amount not less than THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) for injuries, including accidental or wrongful death to any one (1) person and subject to the same limit for each person, and in an amount not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) on account of any one (1) occurrence.

(2) Property Damage Insurance. The TENANT shall carry limits in an amount not less than THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) for property damage on account of any one (1) claim and in an amount not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) for property damages on account of any one (1) occurrence.

(3) Fire Insurance. The TENANT covenants and agrees that it will carry, during the term of this Lease, fire and extended coverage insurance in an amount not less than ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) for damage to the premises and the COUNTY's contents therein. Said insurance shall contain a waiver of subrogation by the insurer. In the event the leased premises or a major portion thereof shall be damaged or destroyed by casualty, fire or otherwise, to an extent which renders them untenable, as the TENANT may determine, the COUNTY may rebuild or repair such damaged or destroyed portions and the obligation of the TENANT to pay rent hereunder shall abate as to such damaged or destroyed portions during the time they shall be

untenantable. In the event the COUNTY elects not to rebuild or repair the leased premises or shall fail to proceed with such restoration for a period of thirty (30) days after the damage or destruction, then either party may, at its option, cancel and terminate this Lease.

(c) Within sixty (60) days of the commencement of this Lease, the TENANT shall furnish to the COUNTY a certificate or written statement of the above-required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the COUNTY in such insurance shall not be effective until thirty (30) days after written notice thereof to the COUNTY. The COUNTY reserves the right to require a certified copy of such policies upon request.

(d) The maintenance of the insurance coverage set forth herein shall not be construed to limit TENANT's liability under the provisions of the indemnification clause set forth at Section 13.

(e) The TENANT agrees to insert the substance of this clause, including this paragraph (d), in all assignments and subletting of the leased premises in the event the COUNTY consents to the assignment or subletting.

Section 14. Cancellation and Termination. This Lease may be canceled or terminated by the COUNTY or the TENANT 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 COUNTY, immediately in the event any of the terms, covenants or agreements of this Lease have been violated.

Section 15. Delivery of Possession. If COUNTY shall be unable for any reason whatsoever to deliver possession of the leased premises

on the commencement date of the term hereof, it shall not be liable to TENANT for any damage caused thereby, nor shall this Lease thereby become void or voidable nor shall the term hereof in any way be extended, but in such event TENANT shall not be liable for any rent herein reserved until such time as COUNTY can and does deliver possession.

Section 16. Surrender of Possession. The TENANT agrees to deliver up and surrender to the COUNTY 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. The TENANT agrees that it shall pay for all costs of any trash removal, housecleaning, and repair or correction of damage in excess of normal wear and tear.

Section 17. Removal of Property. The TENANT shall, without demand therefore and at its own cost and expense 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, it may be 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 the COUNTY.

Section 18. Acceptance of Premises By Tenant. The taking of possession of the said leased premises by the TENANT shall be conclusive evidence as against the TENANT that said premises were in good and satisfactory condition when possession of the same was taken. TENANT accepts premises in "as is" condition. The COUNTY makes no warranties, covenants or guarantees as to the demised premises. The COUNTY retains no responsibility as to maintenance of the demised premises.

Section 19. Repair and Maintenance of Premises.

(a) The TENANT agrees to keep the leased premises in good order and repair. TENANT shall be responsible for all repairs and maintenance, with the exception of landscape maintenance and irrigation and major repairs/replacements. The COUNTY assumes responsibility for mowing the premises and maintaining the irrigation system in working order. Maintenance of the irrigation system includes the cost for water to the system, which is separately metered from the building. TENANT further agrees to keep the leased premises clean, and to provide minor repairs/replacements of broken, damaged, stolen or missing doors, locks, door closers, windows, plumbing, heating or air conditioning fixtures and pipes, floors, electrical, stairways, railings, septic or other portions of the leased premises whatever the cause. Major repairs/replacements shall be defined as those repairs/replacements exceeding five hundred dollars (\$500.00) and will be the responsibility of the COUNTY.

(b) The TENANT shall keep the said pavements and appurtenances free of debris and trash and expressly agrees to assume sole liability for accidents caused or alleged to have been caused by their defective condition. TENANT agrees to avoid improper use of the sewer system or

the introduction of inappropriate objects or materials into said system. TENANT shall provide adequate extermination services to leased premises during the term of this Lease and provide evidence of same to COUNTY upon demand.

(c) The TENANT may procure and, if installed, shall maintain a suitable floor covering, wall coverings, lighting fixtures, and security devices, however any such items or materials which become permanently attached to the building shall become part of the leased premises and shall not be removed by the TENANT upon termination or expiration of this Lease.

Section 20. Maintaining Security and Safety of Premises. The building, its contents, other improvements or persons on the leased premises must be made secure by devices such as locks, electric devices, safety devices and lighting provided by the TENANT and at TENANT's sole cost. The TENANT, but not the COUNTY, shall be responsible or liable for losses to same due to a breach of security or safety.

Section 21. Waiver. No waiver of any breach of any one or more of the conditions or covenants of this Lease by the COUNTY or by the TENANT shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

Section 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 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.

Section 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 COUNTY:

Support Services Manager
Seminole County Government
200 West County Home Road
Sanford, Florida 32773-6179

FOR TENANT:

Gary Cain, President
Boys & Girls Clubs of Central Florida, Inc.
P. O. Box 2987
Orlando, Florida 32802

Either of the parties may change by written notice as provided above, the addresses or persons for receipt of notices.

Section 24. 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, including, but not limited to, injunction to prevent default or specific performance to enforce this Lease.

Section 25. Attorneys' Fees. If any action at law or in equity shall be brought to recover any rent under this Lease, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this Lease, or for the recovery of the possession of the demised premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs reasonable attorneys' fees, the amount of which shall be

fixed by the court and shall be made a part of any judgment or decree rendered.

Section 26. Entire Agreement.

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

(b) It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 27 Applicable Law. This Lease shall be construed under and in accordance with the laws of the State of Florida.

Section 28. Conflict of Interest.

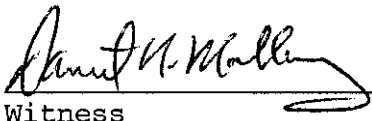
(a) The TENANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. See County Personnel Policy 4.10(F).

(b) The TENANT hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirect-

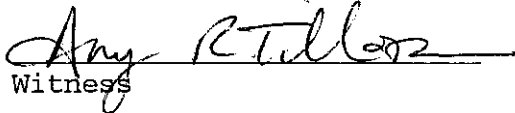
ly, in the business of the TENANT to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, the TENANT hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

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

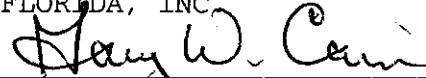


Witness



Witness

BOYS & GIRLS CLUBS OF CENTRAL
FLORIDA, INC.

By: 

GARY W. CAIN, President

Date: 6/6/03

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
Seminole County only.
Approved as to form and
legal sufficiency

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



County Attorney

AC/lpk
2/25/03 5/28/03
rfp-271