



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 4

**DATE:** June 24, 2019

**TO:** Mayor Jerry L. Demings  
and the  
Board of County Commissioners

**THROUGH:** Paul Sladek, Manager *PS*  
Real Estate Management Division

**FROM:** Alex Feinman, Leasing Program Manager *wjB*  
Real Estate Management Division *for*

**CONTACT PERSON:** Paul Sladek, Manager

**DIVISION:** Real Estate Management  
Phone: (407) 836-7090

**ACTION REQUESTED:** Approval and execution of Termination of Lease Agreement between Orange County and Goldenrod Historical Society, Inc. and authorization to disburse funds to pay outstanding utility bills

**PROJECT:** Goldenrod Community Center – Goldenrod Historical Society  
4755 Palmetto Avenue, Winter Park, Florida 32792  
Lease File #5003  
  
District 5

**PURPOSE:** To terminate the lease that provided Goldenrod Historical Society, Inc. building space and land to operate a community and civic center.

**ITEM:** Termination of Lease Agreement

**BUDGET:** Account No.: 0001-043-0201-3710

**FUNDS:** \$743.89 Payable to Duke Energy (outstanding utility bills)

**APPROVALS:** Real Estate Management Division  
County Attorney's Office  
Community Action Division  
Risk Management Division

**REMARKS:** County and Goldenrod Historical Society, Inc. (GHS) entered into that certain Lease Agreement approved by the Board on April 11, 2000 (Lease) to allow GHS to use former Fire Station #63 in Goldenrod to operate a community and civic center, and GHS occupied the site for over 18 years.

In late 2018, GHS notified County that there was a water leak that caused significant damage to the building. County immediately sent Florida Catastrophe Corp. (Vendor) to repair and remediate the water damage caused to the building. While on site, Vendor discovered a large bat infestation in the attic space, rendering the building untenable. Vendor excluded the bats from the property and properly cleaned the entire building. However, due to these events, due to financial hardship, and for other reasons, GHS requested to terminate the Lease.

As part of this Termination of Lease Agreement, in consideration of GHS' agreement to terminate the Lease, and in light of the overall circumstances, County is agreeing that County will not pursue GHS for the remediation costs paid to Vendor; instead, County will seek to recover the remediation costs through an insurance claim. Additionally, County is agreeing to pay directly to Duke Energy the sums currently owed by GHS for outstanding electrical bills. GHS is refusing to pay these bills as at least a portion of the service charges relates to time periods after GHS vacated the premises at County's request and/or "excess usage caused by the leak and damage to the building and the ensuing clean up". Payment of these sums by County was and/or is necessary to protect and preserve County's property, and prospects of recovery from GHS are poor.

This action will terminate the Lease Agreement, and all terms thereof, except for those provisions specifically stated to survive termination.

**TERMINATION OF LEASE AGREEMENT**  
*between*  
**ORANGE COUNTY**  
*and*  
**GOLDENROD HISTORICAL SOCIETY, INC.**

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**THIS TERMINATION OF LEASE AGREEMENT** (this “**Termination Agreement**”) is made as of the date last executed below (the “**Termination Effective Date**”) and entered into by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, (“**Lessor**”) and the **GOLDENROD HISTORICAL SOCIETY, INC.**, a Florida not-for-profit corporation (“**Lessee**”). Both the Lessor and the Lessee may be referred to in this Termination Agreement either individually as “party” or collectively as “parties.”

**RECITALS:**

**WHEREAS**, the Lessor and Lessee entered into that certain Lease Agreement approved by the Orange County Board of County Commissioners on April 11, 2000 (the “**Lease**”); and

**WHEREAS**, Lessee has requested, and Lessor has agreed, to terminate the Lease.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained in this Termination Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein by this reference.
2. **Definitions.** Defined (capitalized) terms used herein, but not defined herein, shall have the meanings given to such terms by the Lease.
3. **Termination.** Upon the Termination Effective Date, the Lease is hereby terminated and of no further force or effect.
4. **Release by Lessee.**
  - a. To the fullest extent permitted by law, the Lessee hereby releases Lessor, its officers, directors, shareholders, agents, representatives, employees, contractors, subcontractors, affiliates, and attorneys, both present and past,

from and against any and all claims, suits, judgements, demands, liabilities, damages, costs, and expenses (including attorney's fees) of any kind or nature whatsoever arising out of or caused by any act or omission of Lessee, its agents, invitees, or subcontractors, anyone directly or indirectly employed by them, or anyone whose acts any of them may be liable, concerning, arising out of, or relating to in any way the Lease and the Premises.

- b. In consideration for such release of the Lessor, the Lessor hereby agrees to not seek reimbursement from the Lessee for the Lessor's payment on invoices from the Florida Catastrophe Corporation, which are attached to this Termination Agreement as "**Exhibit A**", for damage mitigation, remediation, and repair of damages to the property that occurred while the property was in the Lessee's occupation and control. Additionally, the Lessor agrees to pay for any and all outstanding payments and fees owed to Duke Energy for utilities provided to the Leased Premises.

5. **Survival.** Claims, suits, judgments, demands, liabilities, damages, costs and expenses (including attorney's fees) of any kind or nature whatsoever arising from the negligence or intentional acts of Lessee, its employees, agents, or independent contractors shall survive the termination of the Lease.

6. **Attorneys' Fees and Costs.** To the fullest extent permitted by law, the parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Termination Agreement, as well as for any or any legal proceeding(s) that may arise either directly, or indirectly, from this Termination Agreement, or the underlying Lease.

7. **Representations and Construction.** Each party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Termination Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Termination Agreement, and that this Termination Agreement is not to be construed against any party as it were the drafter of this Termination Agreement.

8. **Sovereign Immunity.** Nothing contained in this Termination Agreement shall constitute, or be in any way construed to be, a waiver of the Lessor's sovereign immunity or the protections and provisions of Section 768.28, Florida Statutes.

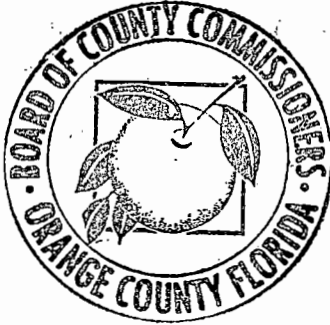
9. **Counterparts.** This Termination Agreement may be executed in two or more counterpart copies, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

*(signature pages follow)*

Project: Goldenrod Community Center -- Goldenrod Historical Society  
Lease File #5003

**IN WITNESS WHEREOF**, Lessor and Lessee have caused this "Termination of Lease Agreement" to be executed by their respective officers and parties thereunto duly authorized to be effective as of the Termination Effective Date.

Lessor  
**ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida



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

*Jerry L. Demings*

Jerry L. Demings  
Orange County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller  
As Clerk to the Board of County Commissioners

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

*Craig A. Stopyra*  
fo/ Deputy Clerk

Project: Goldenrod Community Center – Goldenrod Historical Society  
Lease File #5003

**IN WITNESS WHEREOF**, Lessor and Lessee have caused this “Termination of Lease Agreement” to be executed by their respective officers and parties thereunto duly authorized to be effective as of the Termination Effective Date.

Signed, sealed and delivered  
in the presence of:

Lessee  
**GOLDENROD HISTORICAL SOCIETY, INC.**,  
a Florida not-for-profit corporation

Witness: Rebekah Nussbaumer By: Joyce Graves

Print Name: Rebekah Nussbaumer Print Name: Joyce Graves

Witness: Dorothea M. Fox Title: President

Print Name: Dorothea M. Fox Date: 5-5-19



# Contract Invoice

Invoices#: 22462

Date: 01/14/2019

Job# 181767500

License: CGC 051018

Tax ID: 59-3683376

**Billed To:** Goldenrod Historical Society  
4755 N Palmetto Ave  
Winter FL 32792

**Project:** Goldenrod Historical Society  
4755 N Palmetto Ave  
Winter FL 32792

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**Company/Contact:** Orange County Facilities

Supervisor 54

Description	Amount
Structure Repairs due to water damage F790321	3,977.07

*Thank you for your prompt payment!*  
*Michele Norris*

<b>Amount Due</b>	<b>3,977.07</b>
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**Florida  
Catastrophe Corp.**

**Attachment A**

**Contract Invoice**

Invoice#: 22461

Date: 01/14/2019

Job# 181785400

License: CGC 051018

Tax ID: 59-3683378

**Billed To:** Goldenrod Historical Society  
4755 N Palmetto Ave.  
Winter Park FL 32792

**Project:** Goldenrod Historical Society  
4755 N Palmetto Ave.  
Winter Park FL 32792

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**Company/Contact:** Orange County Facilities

Supervisor 78

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Description	Amount
Repairs as per Estimate	28,523.80
PO #M00000094573	

*Thank you for your prompt payment!*  
*Michele Norris*

<b>Amount Due</b>	<b>28,523.80</b>
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7214 Edgewater Drive, Orlando, FL 32810 (407) 295-5440 Fax (407) 521-9441

www.FLA-CAT.com





**Florida  
Catastrophe Corp.**

**Attachment A**

**Contract Invoice**

Invoice#: 22049

Date: 11/12/2018

Job# 181767100

License: CGC 051018

Tax ID: 59-3683376

**Billed To:** Goldenrod Historical Society  
4755 N Palmetto Ave  
Winter FL 32792

**Project:** Goldenrod Historical Society  
4755 N Palmetto Ave  
Winter FL 32792

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**Company/Contact:** Orange County Facilities

Supervisor 0

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<b>Description</b>	<b>Amount</b>
Emergency Services -Mitigation Claim # F790321	18,197.10

*Thank you for your prompt payment!*  
*Michele Norris*

<b>Amount Due</b>	<b>18,197.10</b>
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**Florida  
Catastrophe Corp.**

**Attachment A**

**Contract Invoice**

Invoice#: 22516

Date: 01/22/2019

Job# 181785200

License: CGC 051018

Tax ID: 59-3683376

**Billed To:** Goldenrod Historical Society  
4755 N Palmetto Ave.  
Winter Park FL 32792

**Project:** Goldenrod Historical Society  
4755 N Palmetto Ave.  
Winter Park FL 32792

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**Company/Contact:** Orange County Facilities

Supervisor 133

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<b>Description</b>	<b>Amount</b>
Content Moving & Storing	4,887.66

*Thank you for your prompt payment!*  
*Michele Norris*

<b>Amount Due</b>	<b>4,887.66</b>
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