



Orange County Government

Orange County
Administration Center
201 S Rosalind Ave.
Orlando, FL 32802-1393

Legislation Text

File #: 25-1500, **Version:** 1

Interoffice Memorandum

DATE: November 7, 2025

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: Luciana Mino, Assistant Manager

FROM: Ana Cesar, Program Manager

CONTACT: Faye Lee, Administrative Assistant

PHONE: 407-836-7097

DIVISION: Real Estate Management Division

ACTION REQUESTED:

Approval and execution of Lease Agreement between Orange County, Florida, and Aspire Health Partners, Inc. and authorization for the Manager or Assistant Manager of the Real Estate Management Division, or their designee, to exercise all delegations of authority expressly provided under the Lease Agreement, as necessary for Aspire Health Partners, Inc., 8301 East Colonial Drive, Orlando, Florida 32817. Lease File 5013. District 5. **(Real Estate Management Division)**

PROJECT:

Aspire Health Partners, Inc.
8301 East Colonial Drive, Orlando, Florida 32817
Lease File 5013

PURPOSE: To continue to provide space for Aspire Health Partners, Inc. to provide essential community services.

ITEM:

Lease Agreement
Size: 11,522 square feet
Term: Until September 30, 2027
Options: No renewal

BUDGET: N/A

REVENUE: None/Services Provided

FUNDS: N/A

APPROVALS:

Real Estate Management Division
County Attorney's Office
Risk Management Division
Facilities Management Division
Citizen's Commissions for Children Division

REMARKS: Orange County originally entered into a Lease Agreement with Aspire Health Partners, Inc., a not-for-profit organization, approved by the Board on July 31, 1979. The Lease was later extended through a Lease Extension Agreement approved by the Board on March 4, 2002.

Aspire Health Partners, Inc. entered into Contract No. Y25-2001, titled "Provision of Community Services and Facility Use" (the "Term Contract").

The Term Contract Period: October 1, 2024 - September 30, 2027.

This new Lease Agreement is designed to align with the Term Contract, taking effect retroactively on October 1, 2024, and expiring on September 30, 2027. Under this new agreement, Aspire will be responsible for the majority of the maintenance, repair, and upkeep of the leased premises.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
DEC 02 2025

LEASE AGREEMENT
between
ORANGE COUNTY, FLORIDA
and
ASPIRE HEALTH PARTNERS, INC.

THIS LEASE AGREEMENT (“Agreement”) is made effective as of the date last executed below (the **“Effective Date”**) and entered into by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida (the **“LANDLORD”**), and **ASPIRE HEALTH PARTNERS, INC.**, a not-for-profit corporation organized under the laws of the State of Florida (the **“TENANT”**). The LANDLORD and TENANT may be referred to individually as “party” or collectively as “parties.”

RECITALS

WHEREAS, LANDLORD is the fee simple owner of certain real property located at 8301 East Colonial Drive, Orlando, Florida 32817 in unincorporated Orange County, Florida, more particularly depicted and legally described herein (the **“Premises”**); and

WHEREAS, LANDLORD and TENANT previously entered that certain Lease Agreement dated July 31, 1979, as renewed by that First Renewal to Lease Agreement dated March 4, 2002 (collectively referred to herein as the **“Original Lease”**) authorizing TENANT to use the Premises for specific, limited purposes; and

WHEREAS, the parties desire to enter into a new lease agreement related to TENANT’S use of the Premises; and

WHEREAS, TENANT is presently operating a facility designed to benefit the public and community interest and welfare on a portion of the parcel owned by LANDLORD.

WHEREAS, the parties entered into that certain Y25-2001 Provision of Community Services and Facility Use (“Term Contract”) which covers the services provided and the use of the County site; and

WHEREAS, the Term Contract is for the period October 1, 2024 through September 30, 2027; and

WHEREAS, the parties desire to enter into this Lease Agreement incorporating the terms of the Term Contract as set forth in this Agreement; and

WHEREAS, it is the intent of the parties that, upon full execution of this Agreement, the Original Lease will be terminated in its entirety, and this Agreement shall henceforth govern TENANT’S use of the Premises.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth in this Agreement, the parties agree as follows:

SECTION 1. Recitals. The above recitals are true and correct and are incorporated herein and form a material part of this agreement.

SECTION 2. The Premises. The LANDLORD is fee simple owner of the property identified, shown, and described in **Exhibit A**, attached to this Agreement (the “**Premises**”).

SECTION 3. Effect of this Lease Agreement.

- A. **Termination of the Original Lease.** By executing this Agreement, both parties agree to the immediate termination of the Original Lease.
- B. **Creation of this Lease Agreement.**
 - 1. The LANDLORD hereby agrees to lease the Premises to TENANT.
 - 2. The parties understand and agree that this Agreement only grants permission to use the Premises as contemplated in this Agreement and confers no other rights or entitlements to the Premises to TENANT unless those rights or entitlements are explicitly stated in this Agreement.
 - 3. The parties agree that this Agreement supersedes any previous agreements between the parties regarding TENANT’S use of the Premises.

SECTION 4. Documents.

- A. The documents that are incorporated by either reference or attachment and thereby form this Agreement are:
 - 1. **Incorporated by Reference:**
 - a. This Lease Agreement.
 - 2. **Exhibits to this Lease Agreement:**
 - a. **Exhibit A**: Legal Description of Premises;
 - b. **Exhibit B**: Maintenance and Repair Responsibilities

SECTION 5. Term.

- A. **Term.** Subject to Section 17 below, the term of this Lease Agreement shall follow the dates set forth in term contract Y25-2001, therefore this Lease Agreement shall commence retroactively with all terms and conditions of this Agreement relating back to October 1, 2024, and with an expiration date on September 30, 2027. (“**Initial Term**”).

- B. **Renewal.** Subject to Section 17 below, the renewal term of this Lease Agreement shall follow the dates set forth in term contract Y25-2001, there are no additional renewals available for this Lease agreement. (“**Renewal Term**”).
- C. **Delegation.** By execution of this Agreement, the Orange County Board of County Commissioners hereby delegates to the Real Estate Management Division Manager, or their designee, the authority to execute any permitted renewals or amendments of this Agreement.

SECTION 6. Delegation of Responsibilities.

- A. Unless otherwise specified in this Agreement, TENANT shall be responsible for all maintenance, repair, overhaul, and replacement activities for all of the Premises’ systems, including but not limited to, grounds, fire alarm systems, fire extinguishers, flooring, HVAC, interior and exterior cleaning, interior and exterior lighting, interior and exterior painting, interior and exterior plumbing, interior and exterior walls, irrigation systems, janitorial, landscaping, parking lot, pest control, roof, security systems, signage, and trash.
- B. Should TENANT fail to comply with and fulfill its obligations regarding the Premises, as set forth above or should TENANT or any of its employees, volunteers, or guests damage the Premises in any manner, the LANDLORD may meet those obligations on behalf of TENANT.
 - 1. Prior to exercising its right under this provision, the LANDLORD shall provide TENANT five (5) business days advance written notice in order to provide TENANT the opportunity to correct any such failure.
 - 2. The LANDLORD is not required to provide any prior notice to TENANT if the LANDLORD, using its sole discretion, believes that such inaction by TENANT, or such damage caused by TENANT or its employees, volunteers, or guests, is considered an exigent circumstance whereby delay of action by the LANDLORD could lead to further damage to property or person.
 - 3. The LANDLORD hereby reserves the right to invoice TENANT for the fair market value, plus an administrative fee of ten percent (10%), for any action taken, or service provided, by the LANDLORD under this provision.
- C. Unless otherwise determined by the LANDLORD, TENANT shall be responsible for payment for all utility services provided to the Premises for the term of this Agreement, including all renewals.
- D. Notwithstanding the foregoing, upon twenty-four (24) hours’ notice, LANDLORD may enter the Premises to ensure TENANT’S compliance with Section 6(A).

- E. Through executing this Agreement, TENANT understands that it is obligated to immediately document and report all identified maintenance issues to:

ORANGE COUNTY FACILITIES MANAGEMENT EAST DISTRICT

Email: FR-FacilitiesEast@ocfl.net

Phone: 407-836-9850

Weekends & Holidays: 407-836-0114

SECTION 7. Tenant Obligations.

- A. **Scope of Services.** TENANT shall be responsible for performance of the *Scope of Services* as defined by that certain Term Contract which covers the services provided and the use of the County site.
- B. **Improvements to the Premises.** The TENANT shall have the right at its own expense and with prior written approval from the LANDLORD to make any improvements to the leased premises. All additions, alterations and improvements made in, on, or to the leased premises shall become the property of the LANDLORD and be surrendered with the leased premises upon termination of this lease. TENANT shall have the right to remove its personal property from the leased premises upon termination of the lease, provided TENANT repairs any damage caused by such removal.
- C. **Reporting Requirements.** TENANT agrees to accept technical assistance from the LANDLORD'S Citizens' Commission for Children ("CCC") as it relates to reporting requirements and agrees to make reasonable changes to its reporting procedures as proposed by CCC to better facilitate the documentation of program(s) efficiency and effectiveness. TENANT further agrees to accept technical assistance from CCC regarding programmatic issues related to the provision of Services.
1. **Annual Report.** The annual report must adhere to requirements and guidelines provided by the CCC.
 2. **County Audits.** The LANDLORD reserves the right to have either the LANDLORD or other County-authorized personnel evaluate the TENANT's records, events, and activities related to the program located at this address at any time during regular hours of operation or during TENANT-hosted events, for the duration of the contract.
 3. **Immediate Notification.** In the event TENANT loses its not-for-profit corporation status in good standing in the State of Florida, in addition to the provisions outlined in Section 7(C) and 17(B)(1), TENANT must immediately notify LANDLORD of such loss of charitable status. TENANT shall maintain a non-profit charitable organization status, under the Internal Revenue Code during the term of this Agreement.

- D. **Regulatory Audits; Investigations.** TENANT agrees to provide the LANDLORD with the reports of any audits or investigations performed by regulatory agencies other than the LANDLORD within thirty (30) days of issuance of the final audit report.

SECTION 8. Payment for Lease.

- A. TENANT hereby agrees that in consideration for providing services to the County of Orange Florida, as detailed in the *Scope of Services* and complying with the *Monthly/Annual Report* requirements provided by the CCC and maintenance of the Premises, as detailed in the *Maintenance and Repair Responsibility* attached to this agreement as **Exhibit B** that TENANT will be responsible for the payment \$10.00 annually to be paid to the LANDLORD annually.

Annual Rent shall be mail by TENANT to:

Orange County, Florida
Attention: Services Fiscal and Operational Support Division
400 East South Street, 5th Floor
Orlando, Florida 32801

- B. By executing this Agreement, TENANT hereby represents and warrants that it is eligible to pay for this Agreement by means of “in-kind” contribution and at a reduced rental rate because TENANT:
1. Is a not-for-profit corporation in good standing in the State of Florida providing services to the Orange County population and has been determined to be a non-profit charitable organization under the Internal Revenue Code and shall continue to maintain such status during the term of this Agreement; and
 2. Shall exclusively use the Premises to provide services as set forth by the CCC and such services provide a benefit to the LANDLORD and the general health and welfare of the citizens of Orange County.
- C. In the event TENANT loses its status as a non-profit charitable organization under the Internal Revenue Code, TENANT may request to continue occupying the Premises by providing fair market rental payment(s) to the LANDLORD for the remainder of the then current term. Any such agreement for the continuation of TENANT occupying the Premises shall be at the sole discretion of the LANDLORD, including any additional terms and conditions deemed necessary by the LANDLORD. Should TENANT’S status as a charitable organization be reinstated prior to the end of the then current term, TENANT may request to return to using its performance of the *Scope of Services* in lieu of payment of market rent. Notwithstanding the above, TENANT shall have no rights to recollect any rental payment(s) paid to LANDLORD for the period during which it lacked status as a charitable organization.

SECTION 9. Lease Restrictions.

- A. **Permitted Use.** TENANT shall use the Premises exclusively for the purpose(s) defined by the Term Contract.
- B. **Public Access.** Services provided by TENANT while using the Premises shall be open and available to the public during TENANT'S regularly scheduled hours of operation.
- C. **Restriction on Open Fires.** No open fires of any sort shall be permitted on the property. Open fires are defined as: "incineration where the burning of any matter results in the products of combustion being emitted directly into the outdoor atmosphere without passing through a stack or chimney." This includes, but is not limited to: candles, incense, open flames including cooking or warming "Sterno" or other denatured alcohol burners, campfires, bonfires, unpermitted controlled burns, burning of yard and household trash, burning of construction debris, burning of organic debris, and igniting of fireworks.
- D. **Fixtures and Alterations.**
1. TENANT shall not alter or make additions to the Premises, nor attach or affix any article to the Premises, nor permit any sound device that could be considered "loud and ruckus" or disturbing to the neighbors of the Premises, or in any manner deface the Premises, except as provided for in this Agreement.
 2. TENANT shall not build, construct, change modify or otherwise make any interior or exterior improvements to any building or structure on the Premises, or attach any fixtures in or to the Premises without:
 - a. Securing the LANDLORD'S written consent (which shall in no way be construed as the LANDLORD accepting liability or responsibility for any such interior or exterior improvements); and
 - b. Obtaining any required permit(s) from appropriate Governmental Agency with jurisdiction.
 3. Failure to receive such prior written consent and any applicable permit(s) for such improvements shall be considered a breach of this Agreement, and grounds for termination.
 4. Any interior or exterior improvements made to the Premises by TENANT shall be the responsibility of TENANT to maintain at its own expense. The LANDLORD shall in no way be held liable for any damage or harm caused to any person or property that in any manner results from, or is in any way

related to, such interior or exterior improvements added to the Premises by TENANT.

- E. **Signs.** Any signs installed by TENANT shall be maintained by TENANT. Notwithstanding the foregoing, TENANT shall not install or locate signs on the Premises without obtaining:
1. LANDLORD'S written consent; and
 2. Any required permit(s) from the LANDLORD or any other governmental TENANT with jurisdiction.
- F. **Political Activity.** TENANT is not permitted to endorse any political activity through the use of the Premises. TENANT will not use the facilities to promote the election of particular candidates for public office or to promote particular political causes, nor will they allow other organizations or individuals to use the facilities in a manner that might be construed as promoting particular candidates or political issues beyond what would be allowed in other facilities owned by the LANDLORD.
- G. **Use of County Buildings.** Buildings on the Premises shall be used for their designed purposes only. These buildings are never to be used for storage beyond that specifically indicated in the approved and permitted design plans.
- H. **Alcoholic Beverages.** The possession, consumption or sale of alcoholic beverages shall be strictly prohibited on the Premises. LANDLORD may, at its sole discretion, immediately terminate this Agreement upon TENANT'S breach of this Section. Termination of this Agreement pursuant to this Section shall not be subject to the default and opportunity to cure provisions contained in Section 17 herein.
- I. **Outdoor Events.** TENANT is prohibited from conducting, either for its own benefit or for the benefit of another organization or individual (for profit or not-for-profit), any outdoor events on the Premises for fundraising or any other purpose. This prohibition shall be equally applicable to events that are free to the public or subject to an entry fee or donation.
- J. **Outside Amplification.** There shall be no amplification of sound occurring from the Premises.
- K. **Parking.** Parking shall be permitted on the Premises only and is strictly prohibited elsewhere, including, but not limited to, abutting streets and private properties. No vehicle abandoned or disabled or in a state of non-operation shall be left upon the Premises and TENANT shall enforce this restriction against TENANT'S employees, volunteers, agents, visitors, licensees, invitees, contractors, and clients.

- L. **On-Site Storage.** Notwithstanding Section 9(G), TENANT may, but is not required to, install temporary storage units on the Premises, behind the buildings, in the event TENANT needs them. Notwithstanding the above, TENANT shall not place them in the parking area, nor permit such storage units to be on site for more than six (6) months. LANDLORD may, in its sole discretion, revoke this provision by providing written notice to TENANT.
- M. **Prohibitions of Substances, Devices, or Materials.** Unless otherwise specifically agreed to by the LANDLORD in writing, the TENANT shall not allow or permit the use, consumption, storage or possession of any of the following items on the Premises by the TENANT or its agents: (a) intoxicating or alcoholic beverages, smoking, or illegal or harmful drugs; (b) gambling devices of any kind; (c) any weapons (as Defined in Section 790.001 Florida Statutes); (d) hazardous, flammable or explosive materials, including but not limited to, flammable materials or liquids, fireworks, pyrotechnic devices, explosives, poisonous materials or plants, strong acids or caustics; (e) dangerous animals; or (f) any other substance, material or items prohibited by law or ordinances of fire insurance. Persons violating these restrictions shall be asked to leave, shall be escorted off the Premises, and may be trespassed from the Premises for a period of at least six (6) months.

SECTION 10. Required Permitting and Licensing.

- A. TENANT shall observe and comply with all applicable federal, state, and local rules, orders, laws, and regulations pertaining to the use of the Premises. Nothing in this Agreement shall be construed to relieve TENANT of its obligation to comply with all applicable provisions of the Orange County Code, or its obligation to obtain federal, state, county, or other permits, as applicable.
- B. TENANT shall maintain all required federal, state, and local permits and licensing needed for operation on the Premises.
- C. Copies of all licenses and permits must be provided to the LANDLORD annually and must be conspicuously displayed on the Premises at all times.

SECTION 11. Access to Premises.

- A. Absent the existence of exigent circumstances – the existence of which shall be determined at the sole discretion of the LANDLORD – TENANT shall have unlimited access to the Premises. Should an exigent circumstance arise whereby the LANDLORD must restrict TENANT'S use of the Premises, the LANDLORD shall not be liable to TENANT for any damages including loss of use that may occur to TENANT or TENANT'S property regardless as to whether or not such damages were foreseeable. Notwithstanding the foregoing, the LANDLORD shall make every reasonable accommodation to mitigate any damages to TENANT or TENANT'S property in the event of an exigent circumstance.

- B. Authorized representatives of the LANDLORD, including contractors providing services on behalf of the LANDLORD, shall have the right to enter the Premises at any reasonable time in order to:
- a) Determine whether the Premises are in good condition;
 - b) Determine whether TENANT is complying with its obligations under this Agreement;
 - c) Serve, post, or keep posted any notices required or allowed under the provisions of this Agreement; and
 - d) Maintain and make repairs to the Premises.
- C. The LANDLORD shall not be liable in any manner for any inconvenience, disturbance, nuisance, or other damage arising out of the LANDLORD'S entry on the Premises, except damage resulting from any negligent acts or omissions of the LANDLORD or its authorized representatives, in accordance with Section 768.28, Florida Statutes.

SECTION 12. Cleanliness of Premises; Hazardous Materials.

A. Cleanliness.

1. TENANT shall ensure that the Premises is at all times kept and maintained in a clean and uncluttered manner.
2. The LANDLORD reserves the right to determine whether or not TENANT is in violation of cleanliness standards.

B. Hazardous Materials and Waste Disposal.

1. TENANT will not improperly or unlawfully store, handle, release, or dispose of any refuse, trash, or hazardous materials or contaminants on the Premises or in or around any buildings on the Premises (including the parking lot).
2. TENANT shall immediately notify the LANDLORD and appropriate governmental agencies and authorities having jurisdiction if a spillage or any type of leak or release of such hazardous materials or contaminants occurs and shall take complete corrective action to clean and remove any such materials or contaminants in order to bring the Premises back into compliance with any procedures established by such authorities.
3. All remediation of hazardous waste and contaminants shall be done at TENANT'S sole expense.

4. Once such remediation is completed, TENANT shall provide the LANDLORD and appropriate governmental agencies and authorities having jurisdiction with appropriate evidence of such.

SECTION 13. Insurance.

- A. TENANT agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this Agreement the following types of insurance coverage with limits and on forms (including endorsements) as described in this Agreement. These requirements, as well as the LANDLORD'S review or acceptance of insurance maintained by TENANT, are not intended to, and shall not in any manner, limit or qualify the liabilities or obligations assumed by TENANT under this Agreement.
- B. TENANT shall require and ensure that each of its sub-contractors/consultants providing services under this Agreement (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified in this Agreement.
- C. TENANT shall have in force the following insurance coverage, and will provide Certificates of Insurance to the LANDLORD prior to commencing operations under this Agreement, on an annual basis throughout the term of this Agreement, and prior to executing any renewals of this Agreement, to verify such coverage:
 1. **Commercial General Liability** - TENANT shall maintain Commercial General Liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage, to cover the TENANT, the LANDLORD, and any others designated by the LANDLORD against liability for all operations including but not limited to contractual, products and completed operations, injury and/or death of any persons and for damage to personal property occasioned by or arising out of any construction, condition, use, or occupancy of the Premises. Additionally, TENANT agrees to endorse the LANDLORD as an Additional Insured with CG 2026 Additional Insured endorsement or its equivalent and a waiver of right of recovery endorsement to all commercial general liability policies. The additional insured shall be listed in the name of Orange County, Florida.
 2. **Sexual Abuse and Molestation Coverage** for all events or services directed to minors or vulnerable person as defined by Section 435.02 of Florida Statutes, with limits of not less than \$100,000 per occurrence shall also be included. The General Aggregate limit either shall apply separately to this Agreement or shall be at least twice the required occurrence limit.
 3. **Professional Liability** – TENANT shall maintain coverage for all professional services provided to its clients with limits of not less than \$1,000,000 per incident.

4. **Workers' Compensation** - TENANT shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the LANDLORD if services are being provided at LANDLORD facilities. Elective exemptions as defined in Chapter 440, Florida Statutes, will be considered on a case-by-case basis.
 5. **Business Automobile Liability** – TENANT shall maintain coverage for all owned, non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$1,000,000 per occurrence. In the event TENANT does not own automobiles, TENANT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- D. When a deductible exceeds one hundred thousand (\$100,000), the LANDLORD reserves the right to request a copy of TENANT'S most recent audit or review of their organizational financial statements certified by a CPA. For policies written on a "Claims-Made" basis, TENANT agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement. In the event the policy is cancelled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period ("SERP") during the life of this Agreement TENANT agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve TENANT of the obligation to provide replacement coverage.
- E. Insurance carriers providing coverage required in this Agreement must be authorized or eligible to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.
- F. Any request for an exception to these insurance requirements must be submitted in writing to the LANDLORD for the approval of the LANDLORD'S Risk Management Division.
- G. All such coverages shall be primary and contributory with any insurance or self-insurance maintained by the LANDLORD. TENANT shall notify the LANDLORD in writing, not less than thirty (30) days prior to any material change or non-renewal of any of the coverage's required in this Agreement, and such insurance provider shall be required to notify the LANDLORD no less than thirty (30) days prior to any cancellation of any insurance coverage.
- H. TENANT shall require and ensure that all of its contractors, sub-contractors and service providers providing services in or through the Premises shall secure and

maintain insurance of the types and limits required in this Agreement, for the duration of the Agreement and any extensions of the Agreement.

- I. In addition to the certificate(s) of insurance, TENANT shall also provide copies of the additional insured and the waiver of subrogation endorsements as required above. For continuing service contracts renewal certificates shall be submitted upon request by either the LANDLORD or its certificate management representative. The certificates shall clearly indicate that TENANT has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the LANDLORD. Certificates shall specifically reference this Agreement. The certificate holder shall read:

Orange County, Florida
ATTN: Risk Management Division
109 East Church Street, Suite 200
Orlando, Florida 32801

SECTION 14. Indemnity.

- A. To the fullest extent permitted by law, TENANT shall defend, indemnify, and hold harmless the LANDLORD, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, costs and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of TENANT or its sub-contractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable (including volunteers); excepting those acts or omissions arising out of the sole negligence of the LANDLORD. Nothing herein constitutes a waiver of the LANDLORD'S sovereign immunity pursuant to the provisions of Section 768.28, Florida Statutes.
- B. TENANT shall take on responsibility for, and fully indemnify the LANDLORD against, any claims for any injuries to person or property that were caused by any animals within the custody or care of TENANT. At no point shall the LANDLORD be held responsible or liable for any injuries to person or property caused by any animals within the custody or care of TENANT.

SECTION 15. Party Relationship.

TENANT'S relationship with the LANDLORD shall be that of a tenant and landlord, respectively. Nothing contained on this Agreement shall create any partnership, association, joint venture, fiduciary or TENANT relationship between TENANT and the LANDLORD. TENANT'S employees and volunteers shall not be considered, or in any way be construed as, employees or agents of the LANDLORD for any purpose, including any Worker's Compensation purposes. Neither party shall have the power or authority to bind the other in any promise,

agreement, nor representation other than as specifically provided for in this Agreement.

SECTION 16. Protection of Persons and Property.

- A. TENANT shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of this Agreement. TENANT shall take all reasonable precautions for the safety and protection of:
1. All employees and all persons whom TENANT suffers to be on the Premises and other persons who may be affected thereby; and
 2. All property, materials, and equipment on the Premises under the care, custody, or control of TENANT; and
 3. Other property at or surrounding the Premises including trees, shrubs, lawn, walk, pavement, and roadways.
- B. TENANT agrees that the LANDLORD does not guarantee the security of any equipment or personal property brought onto LANDLORD property by TENANT, its agents, volunteers, or employees and further agrees that the LANDLORD shall in no way be liable for damage, destruction, theft, or loss of any equipment and appurtenances regardless of the reason for such damage, destruction, theft, or loss. TENANT shall be responsible for insuring in an amount not less than the full replacement value of TENANT'S furniture, equipment, supplies, and any other property owned, leased, or possessed by it.
- C. The LANDLORD shall have no liability to TENANT, its employees, agents, invitees, or licensees for losses due to theft or burglary, unless caused by the negligent acts or omissions of the LANDLORD or its authorized agent, or for damages done by unauthorized persons on the Premises and neither shall the LANDLORD be required to insure against any such losses.
- D. TENANT shall comply with, and shall ensure that its contractors comply with, all applicable safety laws or ordinances, rules, regulations, standards, and lawful orders from authority bearing on the safety of persons or property for their protection from damage, injury, or loss. This includes, but is not limited to, the following:
1. Occupational Safety & Health Administration ("OSHA")
 2. National Institute for Occupational Safety & Health ("NIOSH")
 3. National Fire Protection Association ("NFPA")
 4. Americans With Disabilities Act (ADA)
- E. TENANT must also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the following address:

<https://www.orangecountyfl.net/VendorServices/OrangeCountySafetyandHealthManual.aspx>

- F. TENANT shall be held responsible for any and all damage resulting from, or in any way related to, its use of the Premises. Consequently, to mitigate its liability as stated in this Agreement, TENANT hereby agrees to assist in efforts to repair and/or mitigate the impact of any damage caused to the Premises, as may be requested by the LANDLORD.
- G. In any emergency affecting the safety of persons or property, TENANT will act with reasonable care and discretion to prevent any threatened damage, injury, or loss.
- H. TENANT will comply with, and shall ensure that its contractors comply with, all applicable safety laws, ordinances, rules, regulations, standards, and lawful orders from authority bearing on the safety of persons or property for their protection from damage, injury, or loss.

SECTION 17. Termination.

- A. **Termination for Convenience.** Either party may terminate this Agreement at any time and for any reason by providing at least one hundred and twenty (120) days written notice to the other party.
- B. **Early Termination.** The LANDLORD may terminate this Agreement at any time should TENANT fail to comply with the provisions of this Agreement, or the responsibilities, duties, or restrictions set forth by the CCC The following shall be considered an act of default, and grounds for termination:
 - 1. Loss of status as a charitable organization under Section 501(c)(3) of the Internal Revenue Code;
 - 2. Failure to maintain insurance as required by this Agreement, or any amendment to this Agreement; or
 - 3. Failure to perform or adhere to any of the provisions of this Agreement, including maintenance of the Premises.
 - 4. The LANDLORD'S performance and obligation under this Agreement is contingent upon an annual appropriation for its purpose by the Board of County Commissioners, or other specified funding source, LANDLORD and TENANT understand and agree to allow for its early termination should said funding be discontinued for any reason prior to the expiration date herein specified.

- C. **Opportunity to Cure.** In the event of default by TENANT, the LANDLORD, at its sole discretion, may provide TENANT written notice of default specifying the nature of the default and an opportunity to cure within the designated time period.
- D. **Termination For Cause.** The failure of TENANT, its employees, or contractor(s) to comply with any covenant or condition of this Agreement shall constitute a breach of the Agreement.
1. If the breach of this Agreement, as determined by the LANDLORD, is not material and can be readily cured, the LANDLORD may, in its sole and absolute discretion, provide TENANT with written notice with opportunity to cure the breach within a timeframe provided by the LANDLORD in that notice. Should TENANT fail to cure the breach within the timeframe provided, the LANDLORD may terminate this Agreement by providing TENANT with a thirty (30) day notice of termination.
 2. If the breach of this Agreement, as determined by the LANDLORD, is material and cannot be readily cured, the LANDLORD may terminate this Agreement by providing TENANT with a thirty (30) day notice of termination.
 3. In the event the LANDLORD terminates this Agreement due to significant damage to the Premises that results from TENANT'S negligence or intentional misuse of the property, LANDLORD may require TENANT to reimburse LANDLORD for all expenses to bring Premises to substantially the same condition, absent standard and permissible wear and tear, as on the date that the Agreement commences. This clause shall survive the termination of this Agreement.
- E. **Damage by Force Majeure.**
1. This Agreement may be terminated by either party by providing a thirty (30) day written notice should the Premises or any substantial portion of the Premises, are damaged and rendered uninhabitable or untenable and:
 - a. Such damage is an "act of God" that occurred through no fault of either the LANDLORD or TENANT; and
 - b. The LANDLORD determines, in its sole discretion, that it either cannot, or will not, restore or repair the Premises, to a habitable or tenable condition within a reasonable period of time.
 2. The LANDLORD shall provide TENANT with written notice of its decision on whether or not the LANDLORD will restore or repair the Premises no later than sixty (60) days after the Premises Buildings are rendered uninhabitable.

3. Under no circumstances shall the LANDLORD pursuant to this "Force Majeure" Provision:
 - a. Have the obligation to restore or rebuild the Premises;
 - b. Provide TENANT with any alternative facilities; or
 - c. Compensate TENANT for any relocation caused by force majeure.
- F. Nothing in this Agreement shall be construed to interfere with the LANDLORD'S absolute right to terminate this Agreement without cause.

SECTION 18. Keys and Redelivery of Premises.

- A. The County Representative shall be responsible for issuing keys, or replacement of keys and will provide Tenant with a key for the Premises. The County Representative shall also be responsible for coordinating the changing of locks for the Premises with County Facilities Division, if and when needed. TENANT shall be responsible for keeping track of all keys issued to it and to notify County Representative of any need for replacement of keys or change of locks as soon as practicable. The LANDLORD may hold TENANT responsible for the associated costs of replacing lost keys or changing the locks on the Premises during the term of this Agreement.
- B. TENANT shall, on the expiration or termination of this Agreement, deliver the Premises in as good order and condition as received on the date that the Agreement commences with the exception of reasonable use and ordinary wear and tear of the Premises.
- C. TENANT shall, on the expiration or termination of this Agreement, promptly surrender all keys to the Premises to the LANDLORD.

SECTION 19. Notices.

Notices to either party provided for in this Agreement shall be sufficient if sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the following addressees or to such other addressees as the parties may designate to each other in writing from time to time:

To the LANDLORD: Orange County Administrator
Orange County Administration Building
201 S. Rosalind Avenue, 5th Floor
Orlando, Florida 32801

-and-

Orange County Real Estate Management Division

Attention: Manager
400 East South Street, 5th Floor
Orlando, Florida 32801

-and-

Citizens Commission for Children
Attention: Manager
2100 East Michigan Street
Orlando, Florida 32806

To TENANT: Aspire Health Partners, Inc.
Attention: Contracting Department
5151 Adanson Street, Suite 201
Orlando, FL 32804

SECTION 20. Record Management. TENANT acknowledges that TENANT, and any and all of its subcontractors' providing services, or otherwise performing pursuant to this Agreement, shall abide by the requirements of this "Records Management" provision.

- A. **Maintenance.** For the duration of this Agreement, TENANT shall establish and maintain books, records, and accounts of all activities related to this Agreement and its obligations pursuant to this Agreement, in compliance with generally accepted accounting and record maintenance procedures.
- B. **Retention.** Books, records, and accounts related to the performance of TENANT'S obligations under this Agreement shall be retained by the TENANT for a period of five (5) years after termination of this Agreement, unless this Agreement is the subject of litigation, at which point the TENANT shall retain such books, records, and accounts for a period of five (5) years after the conclusion of any such litigation.
- C. **Access.** Books, records, and accounts related to the performance of TENANT'S obligations under this Agreement shall be open to inspection and auditing during regular business hours by the LANDLORD, or any other authorized representative of the LANDLORD.
- D. **Public Records.** All books, records, and accounts related to the performance of TENANT'S obligations under this Agreement shall be subject to the applicable public records provisions of Chapter 119, Florida Statutes. As such, all books, records, and accounts created by the TENANT, or provided to the TENANT pursuant to this Agreement, are public records and the TENANT agrees to assist the LANDLORD in compliance with any request for such public records made in accordance with Chapter 119, Florida Statutes.

SECTION 21. General Provisions.

- A. **Compliance with Laws and Regulations.** TENANT shall comply with all federal, state, and local laws, ordinances, rules, and regulations affecting or respecting the use or occupancy of the Premises by the TENANT or the operations at any time thereon transacted by the TENANT, and TENANT shall comply with all reasonable rules which may be hereafter adopted by the LANDLORD for the protection, welfare, and orderly management of the Premises.
- B. **Equal Employment Opportunity.** Pursuant to Section 17-288, Orange County Code, the LANDLORD shall not extend public funds or resources in a manner that would encourage, perpetuate, or foster discrimination. As such, any and all person(s) doing business with the LANDLORD shall recognize and comply with the LANDLORD'S "Equal Opportunity and Nondiscrimination Policy," which is intended to assure equal opportunities to every person in securing or holding employment in a field of work or labor for which that person is qualified, regardless of race, religion, sex, color, age, disability or national origin. This policy is enforced by Section 17-314, Orange County Code, and the LANDLORD'S relevant Administrative Regulations. Section 17-290, Orange County Code, memorializes the LANDLORD'S commitment to its Equal Opportunity and Nondiscrimination Policy by requiring the following provisions in all County contracts:
1. The TENANT represents that the TENANT has adopted and shall maintain a policy of nondiscrimination as defined by applicable County ordinance through the term of this Agreement.
 2. The TENANT agrees that, on written request, the TENANT shall permit reasonable access to all business records or employment, employment advertisement, application forms, and other pertinent data and records, by the LANDLORD, for the purpose of investigating to ascertain compliance with the nondiscrimination provisions of this Agreement; provided, that the TENANT shall not be required to produce for inspection records covering periods of time more than one year prior to the date of this Agreement.
 3. The TENANT agrees that, if any of the obligations of this Agreement are to be performed by subcontractor(s), the provisions of subsections (1) and (2) of this section shall be incorporated into and become a part of the subcontract.
- C. **Warranty of Quiet Enjoyment.** Except as otherwise explicitly stated in this Agreement, upon keeping and performing its obligations under this Agreement, TENANT shall peacefully and quietly hold, occupy, and enjoy the Premises during the term of this Agreement.

- D. **Eminent Domain.** If the whole or any part of the property of which the Premises is a part, shall be taken by any public authority under the power of eminent domain, so that the TENANT cannot continue to operate its services in the Premises, then the term of this Agreement shall cease as of the day possession is taken by such public authority. The amount awarded for any taking under the power of eminent domain shall belong solely to and be solely the property of the LANDLORD.
- E. **Use of County Logo.** TENANT is prohibited from use of any and all County emblems, logos, or identifiers without written permission from the LANDLORD as per Section 2-3, Orange County Code.
- F. **Radon Gas - Notice to Prospective Tenant.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit, pursuant to Section 404.056(8), Florida Statutes.
- G. **Mold - Notice to Prospective Tenant.** TENANT agrees to hold the LANDLORD harmless, to the fullest extent permissible under Section 768.28, Florida Statutes, in the event any mold contaminants are discovered on the Premises. TENANT understands mold is a naturally occurring microbe and that mold should pose no health threat unless concentrated in high levels in a living environment. TENANT agrees that in the event mold-like contamination is discovered, this condition will be reported to the LANDLORD.
- H. **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement shall constitute, or be in any way construed to be, a waiver of the LANDLORD'S sovereign immunity or the protections and provisions of Section 768.28, Florida Statutes.
- I. **Assignments and Successors.** Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. The parties deem the services to be rendered pursuant to this Agreement to be personal in nature. As such, neither party shall assign, sublet, convey, or transfer its interest in this Agreement without the prior, written consent of the other, which consent shall be in the sole determination of the party with the right to consent.
- J. **Waiver.** No waiver of any of the covenants and agreements in this Agreement contained or of any breach thereof shall be taken to constitute a waiver of any other subsequent breach of such covenants and agreements or to justify or authorize the non-observance at any time of the same or of any other covenants and agreements in this Agreement.

- K. **Remedies.** No remedy in this Agreement conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy under this Agreement shall preclude any other or further exercise of any right, power, or remedy.
- L. **Liability.** The LANDLORD shall not be liable to TENANT for any special, consequential, incidental, punitive, or indirect damages arising from, or relating to, this Agreement or any breach by the LANDLORD of this Agreement, regardless of any notice of the possibility of such damages.
- M. **Governing Law.** This Agreement, and any and all actions directly or indirectly associated with this Agreement, shall be governed by and construed in accordance with the internal laws of the State of Florida, without reference to any conflicts of law provisions.
- N. **Venue.** For any legal proceeding arising out of or relating to this Agreement, each party hereby submits to the exclusive jurisdiction of, and waives any venue or other objection against, the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions shall be in the Orlando Division of the U.S. Middle District of Florida.
- O. **No Consent to Sue.** The provisions, terms, or conditions of this Agreement shall not be construed as consent of the LANDLORD to be sued because of said leasehold.
- P. **Waiver of Jury Trial.** Each party to this Agreement hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement.
- Q. **Attorneys' Fees and Costs.** Unless explicitly stated otherwise in this Agreement, the parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any litigation that arises either directly, or indirectly, from this Agreement.
- R. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to, or shall confer, upon any person, other than the parties and their respective successors and permitted assigns, any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.
- S. **No Representations.** 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 Agreement. Neither party has relied upon any

representations or statements made by the other party to this Agreement which are not specifically set forth in this Agreement.

- T. **Headings.** The headings or captions of articles, sections, or subsections used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.
- U. **Survivorship.** Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification and public records provisions, shall survive the expiration, cancellation, or termination of this Agreement.
- V. **Authority of Signatory.** Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.
- W. **Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant, or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.
- X. **Written Modification.** Unless otherwise explicitly stated in this Agreement, no modification of this Agreement shall be binding upon any party to this Agreement unless reduced to writing and signed by a duly authorized representative of each party to this Agreement.
- Y. **General Provision.** The County's Real Estate Management Division shall provide the Lessee with a complete copy of the fully executed Lease Agreement within ten (10) business days of final execution. This shall include all signed pages, exhibits, attachments, and any amendments. Delivery may be made in physical format or electronically via email or a secure document management system, as appropriate. The Lessee reserves the right to request additional copies or documentation related to the Lease throughout the Lease Term, and the Real Estate Management Division shall comply within a reasonable timeframe.

SECTION 22. Entire Agreement. This Agreement and any attached or incorporated documents set forth and constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes any and all prior leases, agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this Agreement.

(Signature pages and exhibits follow)

IN WITNESS WHEREOF, the parties to this Agreement have signed and executed this Agreement on the dates indicated below.

"LANDLORD"

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners



By: *Bryan W. Demings*

for Jerry L. Demings
Orange County Mayor

Date: 2 December 2025

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

By: *Jennifer Lam-Kimeta*
Deputy Clerk

Printed Name: Jennifer Lam-Kimeta

DEC 02 2025

Date: _____

IN WITNESS WHEREOF, the parties to this Agreement have signed and executed this Agreement on the dates indicated below.

“TENANT”
ASPIRE HEALTH PARTNERS, INC.
a Florida nonprofit corporation

By: 

Print Name: Scott Griffiths

Title: Executive Advisor/Corporate Compliance Officer

Date: 9-24-2025

EXHIBIT A
LEGAL DESCRIPTION OF PREMISES

The Property is located at 8301 East Colonial Drive, Orlando, Florida 32817-3909

A. Description of the Property

Begin at the SW corner of the SE 1/4 of the SW 1/4 of SW 1/4 of Section 13, Township 22 South, Range 30 East; run thence North 0° 54' 08" West 84.76 feet to the North right-of-way line of State Road 50; run thence North 89° 54' East 205 feet for Point of Beginning; run thence North 0° 54' 08" West 200 feet; run thence North 89° 54' East 36.25 feet; run thence North 0° 54' 08" West 340 feet; run thence North 89° 54' East 211.25 feet; run thence South 0° 54' 08" East 540 feet; run thence South 89° 54' West 247.5 feet to the Point of Beginning, also an Easement for a road over the East 20 feet of the above described property.

PARCEL IDENTIFICATION NUMBER: 13-22-30-0000-00-041

EXHIBIT B
MAINTENANCE AND REPAIR RESPONSIBILITY

Landlord and Tenant acknowledge and agree the following will constitute maintenance and repair responsibilities regarding the Premises:

Portion of the Premises:	Party responsible for maintenance, repair, and replacement:	Comments and Exceptions:
Cabinets, Vanities, and Countertops	Tenant	Including toilet and accessories
Carpet and/or Tile (including Deep Cleaning, Repair, and Replacement)	Tenant	Tenant
Changes / Additions to Building	N/A	
Common Area Maintenance	Tenant	Including repairs to Common Area
Dumpsters / Trash	Tenant	
Elevators	N/A	
Exterior Cleaning	Tenant	
Exterior Doors (including Closure Devices, Frames, Molding, etc.)	Both	Tenant will repair and shall be at all times responsible for replacement of locksets and any and all electronics associated with the doors; As necessary, Landlord will replace provided that the damage is caused by wear and tear; As necessary, Landlord will repair and replace the main front door provided that the damage is caused by wear and tear.
Exterior Electrical: Meter Base, Outlets, Switches, etc.	Tenant	
Exterior Lighting (Pole and Building Fixtures)	Tenant	
Exterior Painting	Tenant	
Exterior Plumbing (including Septic Tanks, Lift Stations, Pumps, etc.)	Tenant	
Exterior Walls, Building Envelope, and other Structural Components	Tenant	
Exterior Windows	Tenant	
Fire Alarm Systems (including False Alarms)	Tenant	
Fire Extinguishers	Tenant	
Generators	Tenant	Including electric service to/from generator, if applicable

HVAC Preventative Maintenance	Tenant	Tenant
Interior Doors (including Closure Devices, Frames, Molding, etc.)	Tenant	
Interior Electrical: Main Switchgear & Breakers	Tenant	
Interior Electrical: Outlets, Switches, Light Fixtures, Distribution Panels, etc.	Tenant	
Interior Decoration (including Paint, Hanging Pictures, Shelves, TV's, Dispensers, etc.)	Tenant	
Interior Plumbing: Faucets, Toilets, Sinks, Water Heaters, Appliances etc. (including Leaks under Slab or Inside Walls)	Tenant	Unless leak is under the slab, in which case Landlord
Interior Windows, Glass Partitions, Window Treatments, Ceiling Tiles	Tenant	Including mirrors
Irrigation Systems (including Controllers, Pumps)	Tenant	
Janitorial	Tenant	
Landscaping (including Debris Clean-up & Storm Drainage)	Tenant	
Life Safety / Fire Sprinklers / Fire Hood Suppression	Tenant	
Locks / Key Management	Tenant	
Overhead Doors / Automatic Gates (including Closure Devices, etc.)	Tenant	
Parking Lot and Driveway (including Hardscapes)	Tenant	
Pest Control (including removal/disposal of dead animals)	Tenant	
Roof	Tenant	
Security Systems / Cameras	Tenant	
Signage	Tenant	
Utilities – Electrical and Waste Disposal	Tenant	
Utilities – Internet Access, Phones, IT equipment	Tenant	
Utilities – Water / Sewer	Tenant	
Other:		
Other:		
Other:		
Other:		