



**Interoffice Memorandum**

**REAL ESTATE MANAGEMENT ITEM 10**

**DATE:** December 29, 2021

**TO:** Mayor Jerry L. Demings  
-AND-  
County Commissioners

**THROUGH:** Mindy T. Cummings, Manager  
Real Estate Management Division

*MTC*

**FROM:** Nemesie Esteves, Program Manager – Asset Management  
Real Estate Management Division

*NE/MTC*

**CONTACT PERSON:** **Mindy T. Cummings, Manager**

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

**ACTION REQUESTED:** Approval and execution of Lease Agreement between Orange County, Florida and Samaritan Resource Center, Inc. and authorization for the Real Estate Management Division to exercise renewal options and furnish notices, required or allowed by the lease, as needed.

**PROJECT:** Samaritan Resource Center  
9833 East Colonial Drive, Orlando, Florida, 32817  
Lease File #5084

District 5

**PURPOSE:** To continue to provide space to the Samaritan Resource Center, a Florida non-profit, that provides social services predominantly for homeless persons and families.

**ITEMS:** Lease Agreement  
Revenue: \$6,600/annually  
Size: 6,929 square feet  
Term: Five years  
Options: Three, five year renewals

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

**REMARKS:** Samaritan Resource Center (SRC) currently leases space at 9833 East Colonial Drive (Premises) pursuant to that certain Lease Agreement dated June 18, 2013 and renewed on June 27, 2018. SRC desires to increase the size of the space that it leases and both parties desire to update the lease agreement to clarify the respective obligations for maintenance of the Premises. To ensure that the Premises are maintained in accordance with County standards, the Facilities Management Division (Facilities) will be maintaining the Premises pursuant to the division of responsibilities contained in the Lease. Facilities provided an estimated annual cost to maintain the Premises and SRC has agreed to pay 10% of that cost of the maintenance in the form of monthly rent payments.

JAN 11 2022

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**LEASE AGREEMENT**

*between*

**ORANGE COUNTY, FLORIDA**

*and*

**SAMARITAN RESOURCE CENTER, INC.**

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**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 "**County**"), and **SAMARITAN RESOURCE CENTER, INC.**, a Florida nonprofit corporation under the laws of the State of Florida ("**SRC**"). The County and SRC may be referred to individually as "party" or collectively as "parties."

**RECITALS**

**WHEREAS**, County is the fee simple owner of certain real property located at 9833 East Colonial Drive, Orlando, in unincorporated Orange County, Florida, more particularly depicted and legally described herein (the "**Premises**"); and

**WHEREAS**, County and SRC previously entered that certain Lease Agreement dated June 18, 2013, as renewed by that First Renewal to Lease Agreement dated June 27, 2018 (collectively referred to herein as the "**Original Lease**") authorizing SRC to use the Premises for specific, limited purposes; and

**WHEREAS**, the parties desire to enter into a new lease agreement related to SRC's use of the Premises; 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 SRC'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 County is fee simple owner of the property identified, shown, and described in "**Exhibit A**," attached to this Agreement (the "**Premises**"). Presently, SRC is leasing the Premises pursuant to the Original Lease, which is scheduled to expire on June 30, 2023.

**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 County hereby agrees to lease the Premises to SRC.
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 SRC 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 SRC'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:** Scope of Services
  - c. **Exhibit C:** Monthly/Annual Report Format
  - d. **Exhibit D:** Improvements to Premises
  - e. **Exhibit E:** Asbestos Notice
  - f. **Exhibit F:** Maintenance and Repair Responsibilities

**Section 5. Term.**

A. **Term.** Subject to Section 17 below, the term of this Agreement shall commence upon the Effective Date and shall expire five (5) years thereafter ("**Initial Term**").

B. **Renewal.** Subject to Section 17 below, the parties may renew this Agreement for no more than three (3) consecutive five (5) year terms, each entered into by written agreements executed by both parties ("**Renewal Term**"). If SRC desires to exercise its option to renew, SRC must provide notice to the County at least one hundred twenty (120) calendar days prior to the expiration of the applicable term. If mutually agreed upon, the parties will then enter into a written renewal agreement ("**Renewal Agreement**"). The Renewal Agreement will reflect the terms of such renewal.

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. The parties' respective maintenance and repair obligations are set forth in "**Exhibit F**," incorporated herein by reference. For the avoidance of doubt, if a specific maintenance or repair item is not specifically listed in "**Exhibit F**," then it shall be the responsibility of SRC.

B. Should SRC fail to comply with and fulfill its obligations regarding the Premises, as set forth above or should SRC or any of its employees, volunteers, or guests damage the Premises in any manner, the County may meet those obligations on behalf of SRC.

1. Prior to exercising its right under this provision, the County shall provide SRC five (5) business days advance written notice in order to provide SRC the opportunity to correct any such failure.
2. The County is not required to provide any prior notice to SRC if the County, using its sole discretion, believes that such inaction by SRC, or such damage caused by SRC or its employees, volunteers, or guests, is considered an exigent circumstance whereby delay of action by the County could lead to further damage to property or person.
3. The County hereby reserves the right to invoice SRC for the fair market value, plus an administrative fee of ten percent (10%), for any action taken, or service provided, by the County under this provision.

C. Unless otherwise determined by the County, SRC 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, County may enter the Premises to ensure SRC's compliance with Section 6(A).

E. Through executing this Agreement, SRC 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](mailto:FR-FacilitiesEast@ocfl.net)

**Phone:** 407-836-9850

**Weekends & Holidays:** 407-836-0114

**Section 7.**     **SRC Obligations.**

A.     **Scope of Services.** SRC shall be responsible for performance of the *Scope of Services* attached to this Agreement as “**Exhibit B.**”

B.     **Improvements to the Premises.** SRC shall perform those improvements, at SRC’s sole cost and expense, as depicted in **Exhibit “D”**. During such improvements, SRC and SRC’s contractor shall comply with all asbestos guidelines as outlined in Section 21(I) and **Exhibit “E”**.

C.     **Reporting Requirements.** SRC shall submit quarterly reports, as well as one cumulative annual report, documenting the services it has provided to the County. Reports must be sent in substantially similar form as to the form depicted in **Exhibit “C”**.

1.     **Annual Report.** The annual report must be provided to the County on or prior to January 31<sup>st</sup> of the following year.
2.     **County Audits.** The County reserves the right to have the County or any other County-authorized personnel evaluate any and all of SRC’s records, events, and activities at any time during regular hours of operation or SRC-hosted events.
3.     **Immediate Notification.** In the event SRC loses its 501(c)(3) status, in addition to the provisions outlined in Sections 8(C) and 17(B)(1), SRC must immediately notify County of such loss of charitable status.

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

**Section 8.**     **Payment for Lease.**

A.     SRC hereby agrees that in consideration for the County providing the maintenance of the Premises, as detailed above in Section 6(A), that SRC will pay 10% of the estimated annual cost to the County. As of the Effective Date of this Lease, the estimated annual amount for maintenance of the Premises (“Annual Maintenance”) as detailed in “Exhibit F” is \$66,000. SRC will be responsible for the payment of 10%, which equates to \$6,600 annually to be paid to the County in the amount of \$550.00 on the first day of each and every month during the Initial Term of this Agreement (“Monthly Rent”). The Monthly Rent shall adjust on an annual basis in accordance with the then-current estimate of Annual Maintenance Costs. Ninety (90) days prior to the expiration of the Initial Term and each successive Renewal Term (if applicable), the County will provide to SRC the estimated annual amount for maintenance for that term of the Agreement. Such renewal agreement for the subsequent term will reflect the Annual Maintenance Amount for that term, as well as the Monthly Rent to be paid to the County.

Monthly Rent shall be mailed by SRC 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, SRC 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 SRC:

1. Is a not-for-profit corporation in good standing in the State of Florida providing services to the homeless population and has been determined to be a section 501 (c)(3) 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 for the homeless as set forth in the *Scope of Services* attached hereto as “**Exhibit B**” and such services provide a benefit to the County and the general health and welfare of the citizens of Orange County.

C. In the event SRC loses its status as a section 501(c)(3) organization, SRC may request to continue occupying the Premises by providing fair market rental payment(s) to the County for the remainder of the then current term. Any such agreement for the continuation of SRC occupying the Premises shall be at the sole discretion of the County, including any additional terms and conditions deemed necessary by the County. Should SRC’s status as a charitable organization be reinstated prior to the end of the then current term, SRC may request to return to using its performance of the *Scope of Services* in lieu of payment of rent. Notwithstanding the above, SRC shall have no rights to recollect any rental payment(s) paid to County for the period during which it lacked status as a charitable organization

#### **Section 9. Lease Restrictions.**

A. **Permitted Use.** SRC shall use the Premises exclusively for the purpose(s) listed in the *Scope of Services* attached to this Agreement as “**Exhibit B.**”

B. **Public Access.** Services provided by SRC while using the Premises shall be open and available to the public during SRC’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. SRC 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. SRC 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 County’s written consent (which shall in no way be construed as the County accepting liability or responsibility for any such interior or exterior improvements); and
  - b. Obtaining any required permit(s) from the County.
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 SRC shall be the responsibility of SRC to maintain at its own expense. The County 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 SRC.

**E. Signs.** Any signs installed by SRC shall be maintained by SRC. Notwithstanding the foregoing, SRC shall not install or locate signs on the Premises without obtaining:

1. County’s written consent; and
2. Any required permit(s) from the County or any other governmental agency with jurisdiction.

**F. Political Activity.** SRC is not permitted to endorse any political activity through the use of the Premises. SRC 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 County.



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. County may, at its sole discretion, immediately terminate this Agreement upon SRC'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 18 herein.

I. **Outdoor Events.** SRC 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 SRC shall enforce this restriction against SRC's employees, volunteers, agents, visitors, licensees, invitees, contractors and clients. No overnight parking is permitted.

L. **On-Site Storage.** Notwithstanding Section 9(G), SRC may, but is not required to, install temporary storage units on the Premises, behind the buildings, in the event SRC needs them. Notwithstanding the above, SRC shall not place them in the parking area, nor permit such storage units to be on site for more than six (6) months. County may, in its sole discretion, revoke this provision by providing written notice to SRC.

#### **Section 10. Required Permitting and Licensing.**

A. SRC 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 SRC 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. SRC 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 County 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 County – SRC shall have unlimited access to the Premises. Should an exigent circumstance arise whereby the County must restrict SRC's use of the Premises, the County shall not be liable to SRC for any damages including loss of use that may occur to SRC or SRC's property regardless as to whether or not such damages were foreseeable. Notwithstanding the foregoing, the County shall make every reasonable accommodation to mitigate any damages to SRC or SRC's property in the event of an exigent circumstance.

B. Authorized representatives of the County, including contractors providing services on behalf of the County, 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 SRC 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 County shall not be liable in any manner for any inconvenience, disturbance, nuisance, or other damage arising out of the County's entry on the Premises, except damage resulting from any negligent acts or omissions of the County or its authorized representatives, in accordance with Section 768.28, Florida Statutes.

**Section 12. Cleanliness of Premises; Hazardous Materials.**

**A. Cleanliness.**

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

**B. Hazardous Materials and Waste Disposal.**

1. SRC 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. SRC shall immediately notify the County 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 SRC's sole expense.
4. Once such remediation is completed, SRC shall provide the County and appropriate governmental agencies and authorities having jurisdiction with appropriate evidence of such.

**Section 13.** **Insurance.** SRC 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 County's review or acceptance of insurance maintained by SRC, are not intended to, and shall not in any manner, limit or qualify the liabilities or obligations assumed by SRC under this Agreement.

A. SRC 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.

B. SRC shall have in force the following insurance coverage, and will provide Certificates of Insurance to the County 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** - SRC 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 SRC, the County, and any others designated by the County 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, SRC agrees to endorse the County 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 education events directed to minors 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** – SRC 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** - SRC 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 County if services are being provided at County-owned facilities. Elective exemptions as defined in Chapter 440, Florida Statutes, will be considered on a case-by-case basis.
5. **Business Automobile Liability** – SRC 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 SRC does not own automobiles, SRC 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.

C. When a deductible exceeds one hundred thousand dollars (\$100,000), the County reserves the right to request a copy of SRC's most recent audit or review of their organizational financial statements certified by a CPA. For policies written on a "Claims-Made" basis, SRC 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 SRC agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve SRC of the obligation to provide replacement coverage.

D. 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.

E. Any request for an exception to these insurance requirements must be submitted in writing to the County for the approval of the County's Risk Management Division.

F. All such coverages shall be primary and contributory with any insurance or self-insurance maintained by the County. SRC shall notify the County in writing, not less than thirty (30) days prior to any material change or non-renewal of any of the coverages required in this Agreement, and such insurance provider shall be required to notify the County no less than thirty (30) days prior to any cancellation of any insurance coverage.

G. SRC 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.

H. In addition to the certificate(s) of insurance, SRC 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 County or its certificate management representative. The certificates shall clearly indicate that SRC 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 County. Certificates shall specifically reference this Agreement. The certificate holder shall read:

Orange County, Florida  
Attention: Risk Management Division  
109 E Church Street, Suite 200  
Orlando, Florida 32801

**Section 14. Indemnity.**

A. To the fullest extent permitted by law, SRC shall defend, indemnify, and hold harmless the County, 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 SRC 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 County. Nothing herein constitutes a waiver of the County's sovereign immunity pursuant to the provisions of Section 768.28, Florida Statutes.

B. SRC shall take on responsibility for, and fully indemnify the County against, any claims for any injuries to person or property that were caused by any animals within the custody or care of SRC. At no point shall the County be held responsible or liable for any injuries to person or property caused by any animals within the custody or care of SRC.

**Section 15. Party Relationship.** SRC's relationship with the County shall be that of a tenant and landlord, respectively. Nothing contained on this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between SRC and the County. SRC's employees and volunteers shall not be considered, or in any way be construed as, employees or agents of the County 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. SRC shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of this Agreement. SRC shall take all reasonable precautions for the safety and protection of:

1. All employees and all persons whom SRC 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 SRC; and
3. Other property at or surrounding the Premises including trees, shrubs, lawn, walk, pavement, and roadways.

B. SRC agrees that the County does not guarantee the security of any equipment or personal property brought onto County property by SRC, its agents, volunteers, or employees and further agrees that the County 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. SRC shall be responsible for insuring in an amount not less than the full replacement value of SRC's furniture, equipment, supplies, and any other property owned, leased, or possessed by it.

C. The County shall have no liability to SRC, its employees, agents, invitees or licensees for losses due to theft or burglary, unless caused by the negligent acts or omissions of the County or its authorized agent, or for damages done by unauthorized persons on the Premises and neither shall the County be required to insure against any such losses.

D. SRC 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")

E. SRC 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: <http://www.ocfl.net/YourLocalGovernment/CountyDepartments/OfficeofAccountability/RiskManagement.aspx>

F. SRC 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, SRC 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 County.

G. In any emergency affecting the safety of persons or property, SRC will act with reasonable care and discretion to prevent any threatened damage, injury, or loss.

H. SRC 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 twenty (120) days written notice to the other party.

B. **Early Termination.** The County may terminate this Agreement at any time should SRC fail to comply with the provisions of this Agreement or the responsibilities, duties, or restrictions set forth in **Exhibits "B" and "F."** 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.

C. **Opportunity to Cure.** In the event of default by SRC, the County, at its sole discretion, may provide SRC 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 SRC, 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 County, is not material and can be readily cured, the County may, in its sole and absolute discretion, provide SRC with written notice with opportunity to cure the breach within a timeframe provided by the County in that notice. Should SRC fail to cure the breach within the timeframe provided, the County may terminate this Agreement by providing SRC with a thirty (30) day notice of termination.

2. If the breach of this Agreement, as determined by the County, is material and cannot be readily cured, the County may terminate this Agreement by providing SRC with a thirty (30) day notice of termination.
3. In the event the County terminates this Agreement due to significant damage to the Premises that results from SRC's negligence or intentional misuse of the property, County may require SRC to reimburse County 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 County or SRC; and
  - b. The County 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 County shall provide SRC with written notice of its decision on whether or not the County 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 County pursuant to this "Force Majeure" Provision:
  - a. Have the obligation to restore or rebuild the Premises;
  - b. Provide SRC with any alternative facilities; or
  - c. Compensate SRC for any relocation caused by force majeure.

F. Nothing in this Agreement shall be construed to interfere with the County'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, to SRC 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. SRC 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 County may hold SRC responsible for the associated costs of replacing lost keys or changing the locks on the Premises during the term of this Agreement.

B. SRC 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. SRC shall, on the expiration or termination of this Agreement, promptly surrender all keys to the Premises to the County.

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

**AND**

Orange County Real Estate Management  
Attn: Manager  
400 East South Street, 5<sup>th</sup> Floor  
Orlando, Florida 32801

**AND**

Orange County Mental Health and Homelessness Division  
Attn: Manager  
2002 East Michigan Street  
Orlando, Florida 32806

**To SRC:** Samaritan Resource Center, Inc.,  
9837 East Colonia Drive,  
Orlando, Florida 32817

**Section 20.** **Record Management.** SRC acknowledges that SRC, 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, SRC 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 SRC's obligations under this Agreement shall be retained by the SRC for a period of five (5) years after termination of this Agreement, unless this Agreement is the subject of litigation, at which point the SRC 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 SRC's obligations under this Agreement shall be open to inspection and auditing during regular business hours by the County, or any other authorized representative of the County.

D. **Public Records.** All books, records, and accounts related to the performance of SRC'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 SRC, or provided to the SRC pursuant to this Agreement, are public records and the SRC agrees to assist the County 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.** SRC 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 SRC or the operations at any time thereon transacted by the SRC, and SRC shall comply with all reasonable rules which may be hereafter adopted by the County for the protection, welfare and orderly management of the Premises.

B. **Equal Employment Opportunity.** Pursuant to Section 17-288, Orange County Code, the County 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 County shall recognize and comply with the County'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 County's relevant Administrative Regulations. Section 17-290, Orange County Code, memorializes the County's commitment to its Equal Opportunity and Nondiscrimination Policy by requiring the following provisions in all County contracts:

1. The SRC represents that the SRC has adopted and shall maintain a policy of nondiscrimination as defined by applicable County ordinance through the term of this Agreement.
2. The SRC agrees that, on written request, the SRC shall permit reasonable access to all business records or employment, employment advertisement,

application forms, and other pertinent data and records, by the county, for the purpose of investigating to ascertain compliance with the nondiscrimination provisions of this Agreement; provided, that the SRC 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 SRC 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, SRC 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 SRC 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 County.

E. **Use of County Logo.** SRC is prohibited from use of any and all County emblems, logos, or identifiers without written permission from the County 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.** SRC agrees to hold the County harmless, to the fullest extent permissible under Section 768.28, Florida Statutes, in the event any mold contaminants are discovered on the Premises. SRC understands mold is a naturally occurring microbe and that mold should pose no health threat unless concentrated in high levels in a living environment. SRC agrees that in the event mold-like contamination is discovered, this condition will be reported to the County.

H. **Lead-Based Paint – Notice to Prospective Tenant.** Lead-based paint has been identified on certain columns located in the Phase 2 Area and such columns have been encapsulated in column covers using procedures compliant with applicable state and federal laws and regulations. SRC shall not alter or remove any such column covers. County will maintain records demonstrating compliance with these requirements.

I. **Asbestos - Notice to Prospective Tenant.** Asbestos has been identified above the ceiling (HVAC duct mastic) and in drywall joint compound. Any construction in the Premises must comply with applicable state and federal laws and regulations. Asbestos presents health risks to persons who are exposed to it under certain conditions. SRC acknowledges receipt of and will abide by the precautions set forth in Exhibit "E" hereto. SRC acknowledges that the improvements being performed as set forth in Exhibit "D" shall comply with this provision and any necessary abatement shall be at the sole cost, expense, and liability of SRC. SRC shall ensure that any contractor performing work within the Premises complies with such asbestos guidelines.

J. **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement shall constitute, or be in any way construed to be, a waiver of the County's sovereign immunity or the protections and provisions of Section 768.28, Florida Statutes.

K. **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.

L. **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.

M. **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.

N. **Liability.** The County shall not be liable to SRC for any special, consequential, incidental, punitive, or indirect damages arising from, or relating to, this Agreement or any breach by the County of this Agreement, regardless of any notice of the possibility of such damages.

O. **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.

P. **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.

Q. **No Consent to Sue.** The provisions, terms, or conditions of this Agreement shall not be construed as consent of the State of Florida to be sued because of said leasehold.

R. **Jury Waiver.** 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.

S. **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.

T. **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.

U. **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.

V. **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.

W. **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.

X. **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.

Y. **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.

Z. **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.

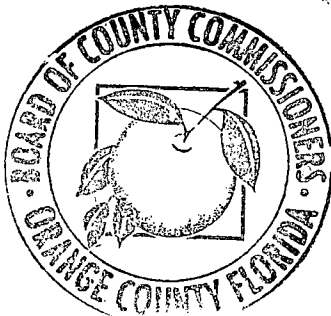
**Section 22. Entire Agreement.** This Agreement and any attached or incorporated documents set forth and constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes any and all prior leases, agreements, negotiations, 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.

"COUNTY"  
ORANGE COUNTY, FLORIDA

By: Board of County Commissioners



By: *Jerry L. Demings*  
for Jerry L. Demings  
Orange County Mayor

Date: *12 January 2022*

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

By: *Emily Rivera*  
for Deputy Clerk

Printed Name: *Emily Rivera*

Date: *JAN 12 2022*

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

Signed, sealed and delivered  
in the presence of:

“SRC”

SAMARITAN RESOURCE CENTER, INC.,  
a Florida nonprofit corporation

Witness: [Signature]  
Print Name: Nemesie Esteves

Witness: [Signature]  
Print Name: Ana Alwes

By: [Signature]  
Print Name: Nayve Zeynep Portway

Title: Executive Director

Date: 12/30/2021

STATE OF FLORIDA )  
COUNTY OF Orange )

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this 30 day of December 2021, by Nayve Zeynep Portway, in his or her official capacity as the Executive Director of Samaritan Resource Center, Inc.

[Signature]  
Signature Notary Public  
Print/Stamp Name of Notary

☐ Personally Known

☒ Produced Identification

Type of Identification Produced: P630-639-64-842-0



**EXHIBIT A**  
**LEGAL DESCRIPTION OF PREMISES**

The Property is located at 9833 East Colonial Drive, Orlando, Florida 32817

**A. Description of the Property**

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**Lots 6, 7, 8, and 9, Block A, TROCADERO SUBDIVISION, according to the plat thereof as recorded in Plat Book R, Page 67, of the Public Records of Orange County, Florida**

PARCEL IDENTIFICATION NUMBER: 18-22-31-8744-01-060

## **EXHIBIT B SCOPE OF SERVICES**

**Purpose:**

The Mission of the Samaritan Resource Center (SRC) is to break the cycle of homelessness and poverty by meeting the physical and spiritual needs of the homeless and other at-risk folks in East Orange County.

**Scope of Services:**

1. SRC shall provide staff to maintain and operate the Premises at no cost to County.
2. SRC shall operate the Premises between the hours of 7:00 a.m. and 7:00 p.m. SRC shall provide services at the Premises no fewer than thirty (30) hours per week. SRC shall not provide any services after 7:00 p.m. unless it shall have received the advance written consent of the County Representative. SRC shall provide advance written notice to County pursuant to Section 19 of the Agreement of any change in hours of operation of the Premises and, if deemed necessary by the County, shall curtail any extended hours of operation if so directed by the County.
3. SRC at its sole expense, will make available during the hours of operation set forth herein above:
  - Case Management Services
  - Showers and laundry facilities
  - Community e-mail
  - Employment services and job skills programs
  - Housing referral services
  - ACCESS state food stamps and identification service referrals or services
  - Limited parking with NO overnight parking permitted.
4. SRC may in collaboration with other social service providers and/or SRC's community partners, also make available:
  - Food when ancillary to delivery of case management services
  - Medical Services
  - Mental health and/or substance abuse evaluations or referrals
  - Veterans services and referrals
  - Legal services
5. SRC shall at all times during the term of this Agreement, maintain all of the insurance required in Section 13 of the Agreement.
6. SRC will not make use of any part of the Premises for "inherently religious activity", including but not limited to; worship, religious instruction or proselytization, within the meaning of Title 24 Code of Federal Regulations Section 570. SRC will not discriminate against a beneficiary or prospective beneficiary of the services to be provided at the Premises on the basis of religious beliefs, nor discriminate on any other basis prohibited by applicable local, state and federal laws, rules and regulations.

Accordingly, SRC and County will not at any time, discriminate against any person on the grounds of: race, color, religion, national origin, or sex; or deny any person the benefits of, or subject any person to discrimination, with respect to the Premises. SRC and County will comply with; 42 U.S.C

5301, et seq., 42 U.S.C. 6101, U.S.C. 794, 24 CFR 570.602 and 24 CFR Part 6. SRC and County will also at all times comply with Title 6 of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq) and implementing regulations in 24 CFR Part 1. SRC and County will also not discriminate on the basis of Age under the Age Discrimination Act of 1975 (42 U.S.C. 6101, et. seq) and the implementing regulations contained in 24 CFR Part 146, or on the basis of disability as provided in Section 504 of the Rehabilitation Act of 1973, and the implementing regulations contained in 24 CFR Part 8.

7. SRC shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with its services or performance of its operations at the Premises. SRC will take responsible precautions for the safety of, and will provide reasonable protection to prevent damage, injury or loss to:
  - a) all staff, employees, volunteers, clients and visitors
  - b) all property, materials and equipment under the care and custody of SRC
  - c) other property at or surrounding the Premises to include the grounds, pavement, sidewalks and landscaping.
8. SRC shall adhere to the following with regard to Reporting, Records, Monitoring and Evaluation:
  - a) SRC shall provide to County, quarterly and annual reports which shall include certain data and demographic information for those individuals receiving services through the Premises for that respective year. Said data shall include information for: clients served, services provided, outcomes achieved and any other data that may be required to adequately evaluate the program's effectiveness. Such reports shall be submitted to the County before the end of each fiscal year (September 30<sup>th</sup>) for the duration of the Term.
  - b) The County shall perform monitoring visits annually or more frequently to ensure compliance and assess the progress of SRC's performance.
  - c) SRC shall keep orderly and complete records of its accounts and shall keep those records open for inspection by County personnel during reasonable hours during the entire term of the Agreement, plus an additional period of five (5) years after termination of the Agreement. SRC agrees that any person duly authorized by the County shall have full access and right to examine such records.
  - d) SRC will maintain documentation showing that activities and/or services provided through the Premises, and in accordance with the governing Agreement, are to be for those individuals who are predominantly homeless, very low income families, or other individuals known to be in need of such social services. The data collected should include, but not be limited to, the following:
    - i. Income breakdown by very low and extremely low income persons/households assisted
    - ii. Racial and/or ethnic breakdown of persons/households assisted
    - iii. Category of homeless (when applicable)
    - iv. Description of services provided
  - e) SRC shall fulfill data collection requirements by participating in the Homeless Management Information Systems ("HMIS"), complying with the policies and procedures for HMIS, and submitting to Orange County the "Client Served Report" generated by HMIS, upon request.
  - f) SRC shall collaborate with, and maintain ongoing communication with County Representative regarding day to day operations of the Premises.

Failure to comply with any of the terms of this Exhibit "B" shall be deemed a breach of this Agreement and may result in termination.

### EXHIBIT C MONTHLY/ANNUAL REPORT FORMAT

Contract #: (Y\_\_ - \_\_\_\_) Fiscal Year \_\_\_\_\_

Name / Title of person completing report: \_\_\_\_\_

Date submitted: \_\_\_\_\_ (\_\_\_ Quarter)

Executive Director signature / approval: \_\_\_\_\_

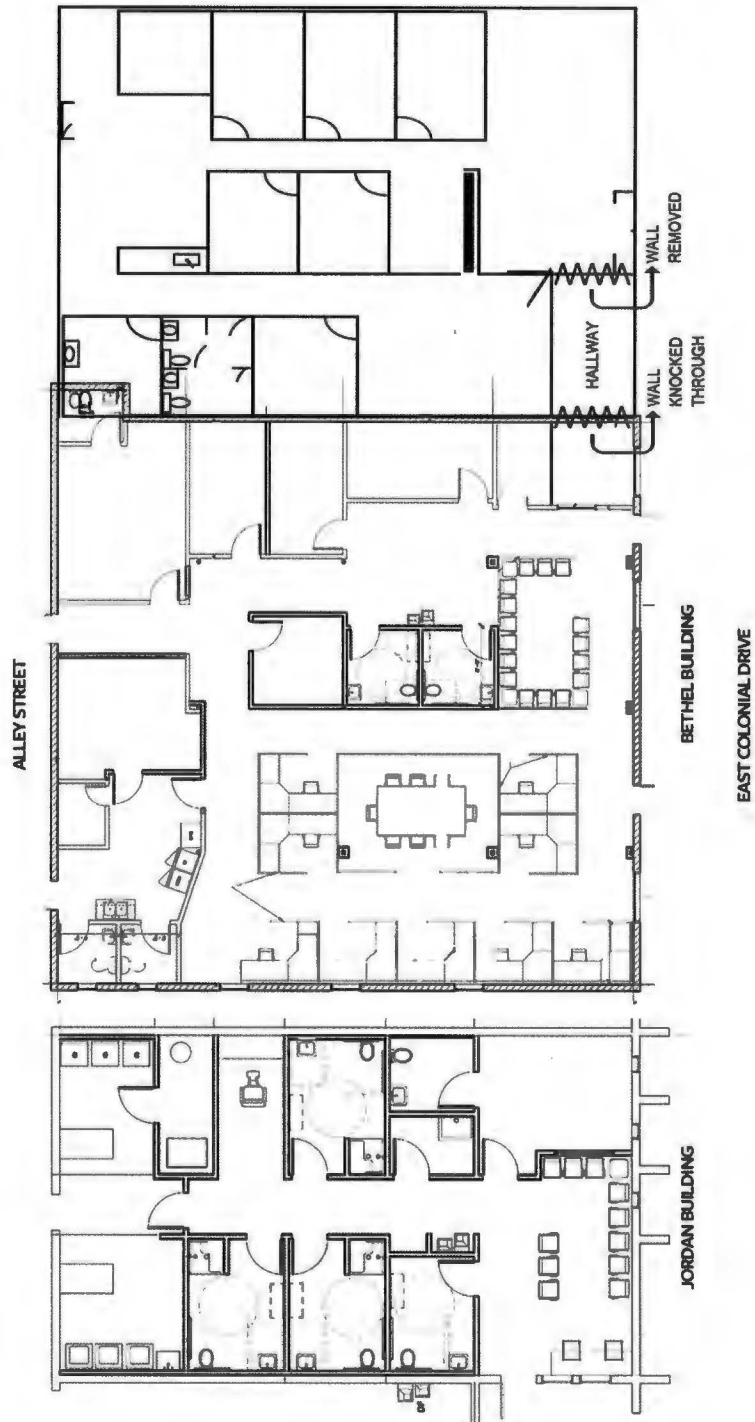
#### SAMARITAN RESOURCE CENTER

*\*DATA SUBMITTED SHOULD APPLY ONLY TO ORANGE COUNTY'S FUNDED PORTION  
OF THE PROGRAM\**

1 <sup>st</sup> Quarter: Oct, Nov, Dec 2 <sup>nd</sup> Quarter: Jan, Feb, Mar 3 <sup>rd</sup> Quarter: Apr, May, Jun 4 <sup>th</sup> Quarter: Jul, Aug, Sep	<b>Outcome 1:</b> 90% of all clients served will be documented in HMIS.	<b>Outcome 2:</b> The Agency will ensure 90% of clients served will have current VI-SPDAT in HMIS.	<b>Outcome 3:</b> Annually, at least 5% of all chronically homeless served shall transition to stable housing, documents in HMIS
1 <sup>st</sup> Quarter Goal			
1 <sup>st</sup> Quarter Actual			
Total number of County funded clients			
Total number of services provided			
2 <sup>nd</sup> Quarter Goal			
2 <sup>nd</sup> Quarter Actual			
Total number of County funded clients			
Total number of services provided			
3 <sup>rd</sup> Quarter Goal			
3 <sup>rd</sup> Quarter Actual			
Total number of County funded clients			
Total number of services provided			
4 <sup>th</sup> Quarter Goal			
4 <sup>th</sup> Quarter Actual			
Total number of County funded clients			
Total number of services provided			
Annual Goal			
Year to Date			
Total number of County funded clients			
Total number of unduplicated County funded clients			
Total number of services provided			

- \* Agencies that have not reached their quarterly goals will submit a corrective action plan.
- \* A narrative explanation is required for any variance of 10% or greater of quarterly goals.

## EXHIBIT D IMPROVEMENTS TO PREMISES



**EXHIBIT E**  
**9833 E. Colonial Drive**  
**NOTICE TO TENANTS**

**April 3, 2013**

In accordance with EPA and State recommendations, the subject facility has been inspected for friable and non-friable asbestos containing materials. Materials found to contain a percentage of asbestos fibers are listed below. Every effort should be made against disturbing or damaging the asbestos containing materials. All damage, remodeling plans, repairs or demolition must first be cleared with Orange County Facilities Management and Risk Management Divisions.

You are responsible for sharing this information with your current volunteers and employees as well as notifying and sharing this information within the first 30 days to all new volunteers and employees. This notification procedure will be conducted every two years as long as asbestos is present in the facility.

The fact that asbestos containing materials have been located at your facility does not in itself mean that the conditions are hazardous. The materials only may become a hazard if they become friable (crushed or damaged to an extent to allow fibers to be released into the surrounding air). Materials identified in the subject facility are non-friable. We will continue to monitor the conditions and will take all appropriate steps to maintain a safe environment for employees and the public.

**ASBESTOS:**

1. Drywall Joint Compound on interior walls, was found to have less than 0.25% asbestos fibers, and therefore is not considered an "Asbestos-Containing Material" according to EPA. However, OSHA regulations apply if the material is disturbed such as when there is damage, remodeling, repair or demolition of the drywall.
2. Black Duct Mastic on HVAC Duct Seams, approximately 80 linear feet of which is enclosed above the ceiling, was found to have 6% asbestos fibers, and is a Non-Friable material. EPA and OSHA regulations apply if this material is disturbed.

If you have any questions regarding this matter, please contact the Risk Management Division at 407-836-9679. Thank you for your cooperation. The address for further requests or information:

Risk Management Division  
Attn: Tisha Pence  
109 East Church St. Suite 200  
Orlando, Florida 32801

**EXHIBIT F  
MAINTENANCE AND REPAIR RESPONSIBILITY**

The Annual Maintenance<sup>1</sup> as provided by Landlord includes:

**Estimated Annual Maintenance Cost: \$51,600**

- This includes all the annual term contracted maintenance services
  - Waste Management, Pest Control, Landscaping and Janitorial
- It also includes onetime major building repair projects and other small inhouse repairs over the last 3.5 years
  - Examples of Major Repairs:
    - Shower Building Main Drain Repair - \$78,385
    - Shower Building Roof Replacement - \$22,129
    - Replacement of Two HVAC Systems - \$19,758

**Estimated Annual Utility Cost: \$14,400**

- Duke Energy provides the Utilities to the facility averaging \$1,200 per month.

**Total Estimated Cost: \$66,000**

Landlord and Tenant acknowledge and agree that items not covered in the Annual Maintenance will be addressed as follows:

Portion of the Premises	Description	Responsible Party
<b>Interior</b>		
Cabinets, Vanities, and Countertops	As necessary, Landlord will replace provided that the damage is caused by wear and tear	Tenant
Carpet and/or Tile (including Deep Cleaning, Repair, and Replacement)	As necessary, Landlord will replace provided that the damage is caused by wear and tear	Tenant
Changes / Additions to Building		N/A
Common Area Maintenance		N/A
Elevators		N/A

<sup>1</sup> Annual Maintenance shall adjust on an annual basis in accordance with the then-current Estimated Annual Maintenance Costs.



Portion of the Premises	Description	Responsible Party
Fire Alarm Systems (including False Alarms)		Landlord
Fire Extinguishers		Landlord
Interior Decoration (including Paint, Hanging Pictures, Shelves, TV's, Dispensers, etc.)		Tenant
Interior Doors (including Closure Devices, Frames, Molding, etc.)		Tenant
Interior Windows, Glass Partitions, Window Treatments, Ceiling Tiles	Including mirrors	Tenant
Janitorial		Tenant
Life Safety / Fire Sprinklers / Fire Hood Suppression		Landlord
Locks / Key Management		Tenant
Overhead Doors / Automatic Gates (including Closure Devices, etc.)	Tenant is responsible for repairs and Landlord is responsible for replacements	Both
Pest Control (including removal/disposal of dead animals)		Tenant
Security Systems / Cameras		Tenant
Signage		Tenant
Trash removal		Tenant
<b>Exterior</b>		
Dumpsters		Landlord
Elevators		N/A
Exterior Cleaning		Landlord

Portion of the Premises	Description	Responsible Party
Exterior Doors (including Closure Devices, Frames, Molding, etc.)	<p>Tenant will repair and shall be at all times responsible for replacement of locksets and any and all electronics associated with the doors;</p> <p>As necessary, Landlord will replace provided that the damage is caused by wear and tear;</p> <p>As necessary, Landlord will repair and replace the main front door provided that the damage is caused by wear and tear.</p>	Both
Exterior Painting		Landlord
Exterior Walls, Building Envelope, and other Structural Components	Unless caused specifically by Tenant	Landlord
Exterior Windows	Including glass located in doors	Tenant
Irrigation Systems (including Controllers, Pumps)		Landlord
Landscaping		
Landscaping (including Debris Clean-up & Storm Drainage)		Landlord
Locks / Key Management		Tenant
Overhead Doors / Automatic Gates (including Closure Devices, etc.)	Tenant is responsible for repairs and Landlord is responsible for replacements	Both
Parking Lot and Driveway (including Hardscapes)		Landlord

<b>Portion of the Premises</b>	<b>Description</b>	<b>Responsible Party</b>
Pest Control (including removal/disposal of dead animals)	Exception: Landlord is responsible for Pest Control in landscaping area	Tenant
Roof		Landlord
Security Systems / Cameras		Tenant
<b>Electrical</b>		
Interior Electrical: Main Switchgear & Breakers		Landlord
Interior Electrical: Outlets, Switches, Light Fixtures, Distribution Panels, etc.		Landlord
Exterior Electrical: Meter Base, Outlets, Switches, etc.		Landlord
Exterior Lighting (Pole and Building Fixtures)		Landlord
Fencing		Landlord
<b>Plumbing</b>		
Interior Plumbing: Faucets, Toilets, Sinks, Water Heaters, Appliances etc. (including Leaks under Slab or Inside Walls)	Tenant is responsible for repairs and Landlord is responsible for replacements  As necessary, provided that the damage is caused by wear and tear; unless due misuse	Landlord
Exterior Plumbing (including Septic Tanks, Lift Stations, Pumps, etc.)	Unless caused specifically by Tenant	Landlord
Existing backflow		Landlord
<b>HVAC</b>		
Generators	Including electric service to/from generator, if applicable	Landlord

<b>Portion of the Premises</b>	<b>Description</b>	<b>Responsible Party</b>
HVAC Preventative Maintenance		Landlord
HVAC Repairs		Landlord
HVAC Replacement		Landlord
<b>Utilities</b>		
Utilities – Electrical		Landlord
Utilities Waste Disposal		Landlord
Utilities – Internet Access, Phones, IT equipment		Tenant
Utilities – Water / Sewer		Landlord
Other:		