



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 2

DATE: October 25, 2019

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

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

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

CONTACT PERSON: Paul Sladek, Manager

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

ACTION REQUESTED: Approval and execution of Lease Agreement by and between Orange County, Florida and Goodwill Industries of Central Florida, Inc. and delegation of authority to the Real Estate Management Division to exercise renewal options, approve holdover, and furnish notices, required or allowed by the lease, as needed

PROJECT: Goodwill Industries of Central Florida
823 West Central Boulevard, Orlando, Florida 32805
Lease File #10060

District 6

PURPOSE: To provide office and classroom space in the Juvenile Assessment Center for its Employment and Job Readiness Services.

ITEM: Lease Agreement
Revenue: None
Size: 115 square feet
Term: 1 year
Options: Two, 1-year renewals

APPROVALS: Real Estate Management Division
County Attorney's Office
Risk Management Division
Youth and Family Services Division

REMARKS: The County owns the property known as the Juvenile Assessment Center (JAC) located at 823 West Central Boulevard, Orlando. This Lease Agreement provides approximately 115 square feet of office and classroom space for the Goodwill Industries of Central Florida, Inc. (Goodwill) within the JAC and provides for one 1-year term and allows for up to two additional 1-year renewals.

Goodwill is obligated to use the Leased Premises to operate its Employment and Job Readiness Services, which assists youth in vocational training, job placement, resume writing, and life skills.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
NOV 12 2019

LEASE AGREEMENT

THIS LEASE AGREEMENT (the “**Lease**”) is made as of the date last executed below (the “**Lease Effective Date**”) and entered into by and between ORANGE COUNTY, FLORIDA a charter county and political subdivision of the State of Florida (“**Lessor**”), and GOODWILL INDUSTRIES OF CENTRAL FLORIDA, INC., a Florida not-for-profit corporation (“**Lessee**”).

WITNESSETH:

1. Premises. Lessor is the owner in fee simple of certain property known as The Juvenile Assessment Center, located at 823 W. Central Blvd, Orlando, Florida 32805, whose Parcel ID is 26-22-29-4071-00-010 (the “**Facility**”). In consideration of the services to be performed by Lessee, Lessor will lease to the Lessee a portion of the Facility containing approximately 115 square feet of space (the “**Leased Premises**”), as is more particularly shown in Exhibit “A” attached hereto and thereby made a part of this Lease.

2. Term. The term of this Lease shall commence upon the Lease Effective Date and shall expire at the end of the twelfth (12th) full month after such date (“**Lease Term**”). Lessee may request renewal of this Lease for up to two (2) additional consecutive terms of one (1) year each by providing written notice to Lessor at least ninety (90) calendar days prior to the expiration of the applicable term. Decisions pertaining to such renewal shall be at Lessor’s sole discretion. Lessor’s Manager of the Real Estate Management Division or his/her designee shall have the authority to approve any renewal.

3. Rent. In lieu of rental, and as consideration for the use and occupancy of the Leased Premises during the Lease Term, Lessee shall provide the services set forth in Paragraph 6, Permitted Use, herein.

4. Insurance. Lessee agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of the Lease and any extensions or renewals thereof the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the Lessor’s review or acceptance of insurance maintained by Lessee is not intended to and shall not in any manner limit or qualify the *liability*

or obligations assumed by the Lessee under this Lease. The Lessee shall require and ensure that all contractors or subcontractors providing services or performing work on the Leased Premises procures and maintains until the completion of their respective services insurance of the types and to the limits specified herein. All insurance carriers providing coverage required herein shall be licensed 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.

Required Coverage:

- a. Commercial General Liability - Lessee shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$1,000,000 (one million dollars) per occurrence. Lessee further agrees coverage shall not contain any endorsement(s) excluding or limiting Contractual Liability, or Separation of Insureds. Sexual abuse and molestation coverage with limits of not less than \$100,000 per occurrence shall also be included. The General Aggregate limit shall either apply separately to this Lease or shall be at least twice the required occurrence limit. Lessee agrees to endorse the Lessor as an Additional Insured with a CG 20 26 Additional Insured – Designated Person or Organization endorsement, or its equivalent to all commercial general liability policies. The additional insured shall be listed in the name of Orange County Board of County Commissioners.
- b. Business Automobile Liability – Lessee 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 \$500,000 (five hundred thousand dollars) per accident. In the event the Lessee does not own automobiles, the Lessee 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. Workers' Compensation - The Vendor/Contractor 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.
- d. All-Risk Property – Lessee shall maintain all-risk property insurance for all personal property located at the Leased Premises.

Lessee shall provide the Lessor with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Lessee shall also provide a blanket or specific additional insured endorsement for each policy as required above. All specific policy endorsements shall be in the name of the Orange County Board of County Commissioners and shall reference the policy number(s) to which these endorsements apply.

The certificates shall clearly indicate that the Lessee has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Lessee shall notify the Lessor not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. To maintain compliance with the aforementioned insurance requirements the Lessee shall immediately provide evidence of replacement coverage to the Lessor or its certificate management representative.

5. Indemnification. To the fullest extent permitted by law, the Lessee shall defend, indemnify and hold harmless the Lessor/County its officials and employees from any and all losses and expenses, claims and damages, demands, suits or other actions or any liability whatsoever, including reasonable attorney's fees and costs arising out of or resulting from the performance or failure to perform its operations, obligations and responsibilities associated with the operation, use, care and maintenance of the Leased Premises.

To the fullest extent permitted by Section 768.28, Florida Statutes, the Lessor shall release, defend, indemnify and hold harmless the Lessee, its officials and employees from all losses and expenses, claims and damages, demands, suits or other actions or any liability attributable to its negligent acts or omissions or those of its officials and employees acting within the scope of their employment or arising from the Lessor's negligent performance associated with the operation, care, use and maintenance of the Facility. Nothing contained herein shall constitute a waiver of the Lessor's sovereign immunity or the provisions of Section 768.28, Florida Statutes.

The foregoing shall not constitute an agreement by either the Lessee or Lessor to assume liability for the acts, omissions and/or negligence of the other party.

6. Permitted Use. Lessee shall use the Leased Premises for Office and classroom space for its Employment and Job Readiness Services, as outlined in Exhibit "B."

7. Utilities. Lessor shall provide all utilities for the Leased Premises, including electrical, water, sewer, fire protection service, or any other cost that the local utility company may add to its monthly utility bill during the duration of the Lease Term.

8. Care of Leased Premises. Lessor shall maintain the Leased Premises and shall be responsible for all costs and maintenance, operations, system repair, and janitorial services, etc.

9. Parking. Lessor hereby grants to Lessee non-exclusive use of the general parking facilities adjacent to and/or located at the Leased Premises. Said parking to be available to Lessee's employees, volunteers and clients during the times during which the Lessee operates. No vehicle abandoned or disabled or in a state of non-operation or disrepair shall be left upon the

property of the Lessor, and Lessee shall enforce this restriction against Lessee's employees, volunteers agents, visitors, licensees, invites, contractors and customers. No overnight parking is permitted without prior written consent of Lessor.

10. Keys to Premises. The Lessor's Community and Family Services Division shall be responsible for issuing keys, or replacement of keys, to Lessee for the Premises. Lessor's Community and Family Services shall also be responsible for changing locks for the Premises if needed. Lessee shall notify Lessor of any need to replace keys and/or change the locks and shall be solely responsible for the cost of replacing lost keys and/or changing the locks on the Premises during the Lease Term.

11. Interruption of Service. Lessor does not warrant that any services to be provided by Lessor, or any third party, will be free from interruption due to causes beyond Lessor's reasonable control. In the event of temporary interruption of services or unavoidable delays in the making of repairs by a third party, the same shall not be deemed an eviction or disturbance of Lessee's use and possession of the Leased Premises nor render Lessor liable to Lessee for damages. Unavoidable delays shall be deemed to include delays in the performance of any of the obligations under the terms of this Lease resulting from acts of God, strikes, lockouts or other disturbances; acts of civil disobedience; orders of any kind of the government of the State of Florida or the United States of America or any of their departments, agencies or officials, or any civil or military authority, or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent.

12. Compliance with Laws and Regulations. Lessee shall comply with all Federal, State, County and City laws, ordinances, rules and regulations affecting or respecting the use or occupancy of the Leased Premises by the Lessee or the operations at any time thereon transacted by the Lessee, and Lessee shall comply with all reasonable rules which may be hereafter adopted by Lessor for the protection, welfare and orderly management of the Leased Premises and Lessor's program.

13. Warranty of Quiet Enjoyment. Lessee, upon keeping and performing its obligations under this Lease, shall peacefully and quietly hold, occupy, and enjoy the Leased Premises during the term hereof.

14. Eminent Domain. If the whole or any part of the property of which the Leased Premises is a part, shall be taken by any public authority under the power of eminent domain, so that the Lessee cannot continue to operate its services in the Leased Premises, then the term of this Lease 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 Lessor.

Project: Goodwill Industries of Central Florida
Lease File #10060

15. Waiver. No waiver of any of the covenants and agreements herein 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 hereof.

16. Notices. All notices required under this Lease to be given to Lessee may be given to:

Linda K. Rimmer, Interim VP of Mission Services
Goodwill Industries of Central Florida, Inc.
7531 S Orange Blossom Trail
Orlando, FL, 32809

or at such other place as Lessee may designate in writing.

Any such notice to be given to Lessor under this Lease shall be given to;
Manager, Community and Family Services
1758 E. Michigan Street
Orlando, FL 32806

with copies to:

Orange County Board of County Commissioners
Attn: Real Estate Management Division
Post Office Box 1393
Orlando, FL 32802

Orange County Attorney
Post Office Box 1393
Orlando, FL 32802-1393

or at such other place as Lessor may designate in writing.

All notices shall be in writing and shall be sent by certified mail, postage prepaid or by personal delivery.

17. Fixtures and Alterations. Lessee shall not, without Lessor's prior written consent, build, construct, change modify or otherwise make any improvements to the Leased Premises, or attach any fixtures in or to the Leased Premises. Failure to receive such prior written consent for such improvements shall be considered a breach of this Lease, and grounds for termination. Lessee

shall not alter or make additions to the Leased Premises, nor attach or affix any article hereto, nor permit any annoying sound device, or deface the Leased Premises, except as provided herein.

18. Redelivery of Premises. Lessee shall, on the expiration of this Lease, deliver the Leased Premises in as good order and condition as it now is or may be put by Lessor, with the exception of reasonable use and ordinary wear and tear thereof or damage by unavoidable casualty, and Lessee shall promptly surrender all keys to the Leased Premises to Lessor.

19. Access to Leased Premises. Lessee shall have unlimited access to the Leased Premises during normal business hours. Lessor, however, shall have no liability to Lessee, its employees, volunteers agents, invitees or licensees for losses due to theft or burglary (unless caused by the negligent acts or omissions of the Lessor or its authorized agent) or for damages done by unauthorized persons on the Leased Premises and Lessor is not required to insure against any such losses. Lessor shall not at any time be liable for damage to any property in or upon the Leased Premises which results from power surges or other deviations from the constancy of electrical service or from gas, smoke, water, rain, ice or snow which issues or leaks from or forms upon any part of the Leased Premises. Lessee shall cooperate fully in Lessor's efforts to maintain security within the Leased Premises and shall follow all regulations promulgated by Lessor with respect thereto.

20. Signs. Lessor may, but shall not be obligated to, install signage along the main road. Lessee shall not install or locate signs in the windows and doors of the Leased Premises or any other part of the Leased Premises.

21. Severability. The provisions of this Lease are declared by the parties to be severable. However, the material provisions of this Lease are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Lease. Therefore, should any material term, provision, covenant or condition of this Lease 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 the litigation.

22. Assignment, Subletting, Use of Leased Premises by Other Providers. Lessee may not assign or encumber its interest in this Lease or in the Leased Premises, or sublease all or any part of the Leased Premises, to any other entity to occupy or use all or any part of the Leased Premises without Lessor's prior written approval.

23. Lessor's Right of Entry. Lessor and Lessor's authorized representatives shall, upon at least twenty-four (24) hours' notice to Lessee or Lessee's authorized representatives, have the right to enter the Leased Premises for any of the following purposes: to determine whether the Leased Premises are in good condition and whether Lessee is complying with its obligation under this Lease; or, to serve, post or keep posted any notices required or allowed under the provisions of this Lease or, to make repairs to the Leased Premises. Lessor shall have the right to waive such notice requirement in an emergency situation. Lessor shall not be liable in any manner for any inconvenience, disturbance, nuisance or other damage arising out of Lessor's entry on the Leased Premises, except damage resulting from the acts or omissions of Lessor or its authorized representatives.

24. Cleanliness of Premises. Lessee will not improperly or unlawfully store, handle, release, or dispose of any refuse, trash or hazardous materials or contaminants in the Leased Premises or in or around the building (including the parking lot) of which the Leased Premises form a part. Lessee shall immediately notify Lessor and appropriate governmental agencies and authorities having jurisdiction if a release of such materials occurs, and shall take complete corrective action to clean and remove the material and restore the premises in compliance with procedures established by such authorities, and shall provide appropriate evidence of compliance.

25. Holdover. If the Lessee remains in the Leased Premises beyond the expiration or earlier termination of the Lease Term, the tenancy may be extended on a month-to-month basis under the same terms and conditions of this Lease. Lessor's Manager of the Real Estate Management Division or his/her designee shall have the authority to approve any such holdover.

26. Radon Gas - Notice to Prospective Lessee. 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.

27. Mold - Notice to Prospective Lessee. Lessee agrees to hold Lessor harmless in the event any mold contaminants are discovered on the Leased Premises. Lessee understands mold is a naturally occurring microbe and that mold should pose no health threat unless concentrated in high level in a living environment. The Lessor agrees that in the event mold-like contamination is discovered, this condition will be reported to the Lessee.

28. Governing Law/Venue. The Laws of the State of Florida shall govern the validity, performance and enforcement of this Lease. Any litigation regarding the terms or conditions of

this Lease shall take place in the Circuit Court of the Ninth Judicial Circuit of the State of Florida.

29. Early Termination. At any time during the Lease Term or any renewals or extensions thereof, Lessor shall also have the right – in addition to the right of termination provided to Lessor in Section 30 of this Lease below (i.e. upon a default by Lessee) – to terminate this Lease, upon not less than one hundred eighty (180) days' prior written notice to Lessee, in the event that Lessor (in its sole discretion) has another *bona fide* public purpose for which Lessor desires to use the Leased Premises, which use and public purpose would be inconsistent (as determined by Lessor in its sole discretion) with the Lessee's continued use and occupancy of the Leased Premises pursuant to this Lease.

30. Default. The following shall be considered an "Event of Default", and grounds for termination;

- a. Loss of status by Lessee as a charitable organization under Section 501(c)(3) of the Internal Revenue Code;
- b. Failure of Lessee to maintain insurance as required by this Lease, or any amendment hereto; or
- c. Failure of Lessee to perform or adhere to any of the provisions of this Lease.

In the event of default by Lessee, Lessor shall provide Lessee written notice of default specifying the nature of the default and an opportunity to cure within fifteen days of delivery of such notice. However Lessor shall have no obligation to provide an opportunity to cure if the default (i) has been the subject of two prior notices of default, or (ii) is of such nature that, in the opinion of Lessor, to continue the Lease would create a serious risk to human safety and welfare.

31. Recording. This Lease may not be recorded in the official public records of Orange County.

32. Entire Agreement. This Lease and its Exhibits constitute the entire Lease between the parties and supersedes all prior agreements, oral or written. No waiver, modification, additions or addenda to this Lease shall be valid unless in writing and signed by both the Lessor and the Lessee.

(signature pages follow)

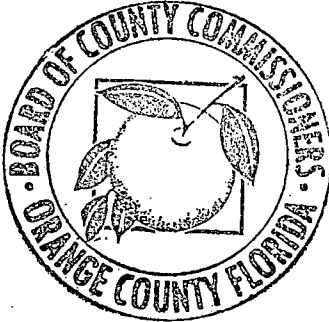
Project: Goodwill Industries of Central Florida
Lease File #10060

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

LESSOR:

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

By: The Board of County Commissioners



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

Date: *12 Nov 19*

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

By: *Jennifer Klimetz*
for Deputy Clerk


Project: Goodwill Industries of Central Florida
Lease File #10060

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

LESSEE:

Signed, sealed and delivered
in the presence of:

**GOODWILL INDUSTRIES OF CENTRAL
FLORIDA, INC.**, a Florida not-for-profit
corporation

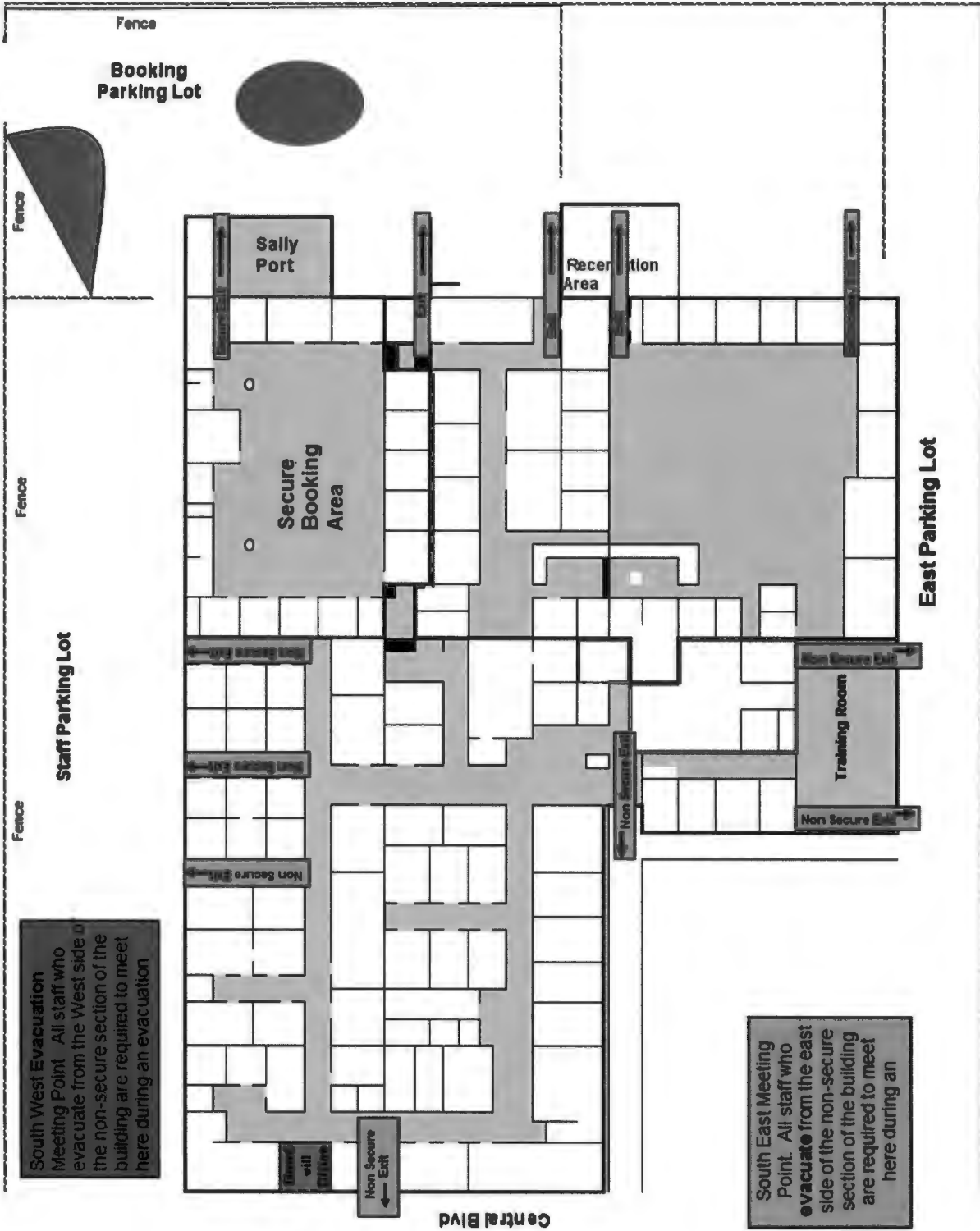
Witness: Linda K Rimmer By: 
Laurence Hames, Esquire

Print Name: Linda K. Rimmer

Witness:  Title: President / Interim CEO

Print Name: Kathleen E. Gdula Date: October 5, 2019

EXHIBIT "A"
LEASED PREMISES



Project: Goodwill Industries of Central Florida
Lease File #10060

EXHIBIT "B"
EMPLOYMENT AND JOB READINESS SERVICES

Goodwill Industries of Central Florida, Inc.'s Employment and Job Readiness Services assists youth in Circuit 9.

Employment and Job Readiness Services include:

- Vocational Training,
- Job Placement,
- Resume Writing, and/or
- Life Skills courses.