

**CITY OF ORLANDO CALLAHAN NEIGHBORHOOD CENTER
ORANGE COUNTY HEAD START PROGRAM**

LEASE AGREEMENT

THIS LEASE AGREEMENT, hereinafter referred to as the "Agreement," is made this _____ day of _____, 2015, by and between the **CITY OF ORLANDO, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida ("Lessor"), and **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida ("Lessee"). The Lessor and Lessee are hereinafter sometimes referred to collectively as the "Parties."

W I T N E S S E T H:

WHEREAS, Lessor is the owner of the Dr. J.B. Callahan Neighborhood Center located at 101 North Parramore Street, Orlando, Florida 32801 ("Center"); and

WHEREAS, Lessee previously leased from Lessor certain space in the Center for the purpose of conducting a Head Start Program in accordance with conditions prescribed in the funding grant of the United States Department of Health and Human Services, Administration for Children and Families ("Federal Funding Agency") pursuant to the Lease Agreement dated November 11, 2003, as amended May 25, 2004; October 11, 2005; September 26, 2007; July 20, 2009; June 7, 2011; and October 28, 2013 (collectively hereinafter referred to as "2003 Lease"); and

WHEREAS, the 2003 Lease has expired and the Lessor and Lessee desire to enter into this new Agreement for the Lessee's use of certain space within the Center to continue conducting a ten (10) month Head Start Program (hereinafter "Head Start Program") in accordance with conditions prescribed in the Federal Funding Agency grant (hereinafter referred to as "Funding Grant"); and

WHEREAS, the Lessee desires to incorporate a two (2) month summer program into its Head Start Program to serve the Orange County youth (hereinafter "Summer Program"); and

WHEREAS, the Lessee desires to utilize a certain portion of the Center for the Summer Program; and

WHEREAS, the Lessee and Lessor have agreed to entering into this Agreement to accommodate both the Head Start Program and the Summer Program within the Center in accordance with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties do hereby agree as follows:

1. RECITALS.

The above recitals are true and correct and are incorporated herein and form a material part of this Agreement.

2. PREMISES.

a. Lessor does hereby lease unto the Lessee, and the Lessee does hereby lease from the Lessor a portion of the Center consisting of:

i. approximately 6,324.18 square feet of space within the Center consisting of a classroom (room number 108), storage areas (rooms numbered 111 and 117), a converted rest room (room number 112), one-half of classroom (room number 120), office space (room number 121), and a fenced outdoor playground located on the north side of the Center, as more specifically depicted in **Exhibit A**, attached hereto and incorporated by reference ("Leased Premises"). The Leased Premises shall be available for non-exclusive use by the Lessee for the sole purpose of operating the Head Start Program for approximately ten (10) months per year. The Head Start Program shall be specifically limited to those days when the Public Schools of Orange County, Florida ("Public Schools") are in session, including teacher workdays and scheduled official school holidays. Head Start Program hours shall be from 7 A.M. to 6 P.M. ("Program Hours"). The auditorium located within the Center is not part of the Leased Premises, however, the Lessee may use the auditorium from time to time during the Head Start Program. Such use of the auditorium shall be scheduled with the Center manager prior to use. The auditorium is not available for use during the Summer Program; and

ii. approximately 4,916.99 square feet of space within the Center consisting of storage area (room number 117), a converted restroom (room number 112), one half of classroom (room number 120), office space (room number 121) and a fenced outdoor playground located on the north side of the Center, as more specifically depicted in **Exhibit B**, attached hereto and incorporated by reference ("Summer Leased Premises"). The Summer Leased Premises shall be available for use by the Lessee for the sole purpose of operating the Summer Program for approximately two (2) months during the summer. Summer Program hours shall be five (5) days a week (Monday – Friday) between the hours of 7:00 A.M. and 6:00 P.M. ("Summer Program Hours"). The Lessee shall provide written notice to Lessor advising of the precise start and end dates of the Summer Program no later than May 1st of each year of this Agreement. The Lessee shall remove its furniture and equipment from room 108 no later than the Friday before the Lessor's summer camp program starts at the Center.

b. The Leased Premises and Summer Leased Premises are hereinafter collectively referred to as the "Premises."

c. The Lessee, its employees, visitors, guest, and agents shall have the non-exclusive right to use the parking areas, service roads, service areas, loading facilities, sidewalks, and public hallways and any such other areas as are designed for common use. All use of the Premises shall be subject to the terms and conditions of this Agreement and to reasonable rules and regulations for the use thereof, as prescribed from time to time by the Lessor.

d. The Lessee acknowledges and understands that the Center is a community center which is open to the public for the benefit of the citizens of Orlando. The Lessee acknowledges and agrees that the Center will continue to remain open for public use while the Head Start Program and Summer Program are being operated. The Parties will cooperate with each other to coordinate the

various activities of each party at the Center, and will make diligent effort to insure that both the Lessee's and Lessor's programs and activities are conducted in harmony and without interference. If an issue arises, the Parties will meet as soon as practicable to resolve the issue.

3. USE OF PREMISES.

a. Lessee shall have non-exclusive use of the Premises to conduct community programs and a Head Start Program in accordance with conditions prescribed in the funding grant of the United States Department of Health and Human Services, Administration for Children and Families.

b. Lessee shall use the Premises only for lawful purposes.

c. Lessee shall have the right to operate a food service facility at the Premises in accordance with applicable federal, State and local laws and regulations but only in conjunction with the Head Start Program. During the Summer Program, the Lessee shall coordinate the operation of the Head Start summer food service program with Lessor so as not to interfere with Lessor's summer food service program.

d. The Lessee may only use the kitchen to warm food. The Lessee shall not utilize the kitchen for the actual preparation of food.

e. The Lessee shall not use the Premises for any purposes not set forth herein without prior written consent of the Lessor.

f. The Lessee shall be allowed access to the Premises between the hours of 7:00 A.M. and 6:00 P.M., and shall follow the holiday schedule as established by the Orange County School Board.

g. Use of the Premises by Lessee shall be suspended during any periods when the Premises must be used as an emergency shelter by the City.

h. For safety reasons, during the Summer Program only, parents or other authorized persons must drop off and sign in their children participating in the Head Start Program at the front desk. Once signed in, a Head Start staff person will escort the child to the appropriate area. Parents or other authorized persons must pick up and sign out children at the front desk at the end of the day.

4. TERM.

a. This Lease Agreement is for a term of two (2) years, commencing on October 1, 2015 and terminating on September 30, 2017 ("Term"), unless otherwise terminated as provided herein.

b. The Term may be extended for two (2) additional two (2) year terms under the same terms and conditions as set forth herein unless otherwise mutually agreed to by the parties in writing. The Lessor's Real Estate Manager is hereby authorized to execute such extensions on behalf of the Lessor without further approval of City Council.

5. PAYMENTS.

a. During the ten (10) months that the Leased Premises are used by the Lessee during the Program Hours, the Lessee shall pay Lessor One Thousand Eight Hundred Eighty Eight and 38/100 Dollars (\$1,888.38) in rent per month ("Rent"), which shall consist of Eight Hundred Thirty Nine and 37/100 Dollars (\$839.37) per month for the cost of utilities; Three Hundred Thirty Eight and 75/100 Dollars (\$338.75) per month for the cost of the maintenance of common areas; Six Hundred Forty Seven and 73/100 Dollars (\$647.73) per month for janitorial services; and Sixty Two and 53/100 Dollars (\$62.53) for additional facility use fees (auditorium, restrooms, etc). Said Rent is due and payable, in advance, on the first of each month for ten (10) month period during which the Head Start Program is held.

b. During the two (2) months that the Summer Leased Premises are used by the Lessee for the Summer Program, the Lessee shall pay Lessor One Thousand Six Hundred Eight Nine and 54/100 Dollars (\$1,689.54) in rent per month ("Summer Rent"), which shall consist of Six Hundred forty and 53/100 Dollars (\$640.53) per month for the cost of utilities; Three Hundred Thirty Eight and 75/100 Dollars (\$338.75) per month for the cost of the maintenance of common areas; Six Hundred Forty Seven and 73/100 Dollars (\$647.73) per month for janitorial services; and Sixty Two and 53/100 Dollars (\$62.53) for additional facility use fees (auditorium, restrooms, etc). Said Summer Rent is due and payable, in advance, on the first of each month for two (2) months during which the Summer Program is held.

c. The Lessee shall be responsible for payment to the telephone company for all telephone service charges resulting from the use of telephones in the Premises by the Lessee, its employees, guests, or agents.

d. Any other services required by the Lessee including, but not limited to, security shall be the sole responsibility of Lessee.

e. Lessee shall be responsible for and shall pay any and all taxes, including ad valorem taxes which may be due or result from Lessee's use of the Premises, if applicable.

6. MAINTENANCE AND IMPROVEMENTS.

a. Lessor, at its own expense, shall be responsible for all non-minor maintenance and repair of the Premises, and shall keep the Premises in good repair, ordinary wear and tear excepted, including repairing mechanical devices and improvements in place at the time of commencement of this Lease Agreement, or installed by the Lessor during the term of this Agreement including, but not limited to, electrical fixtures and wiring, air conditioning, locks, interior painting, door and window frames, glass, the exterior of the Premises, including the roof, foundation and structural portion and landscaping thereof.

b. The Lessor shall make repairs to the Premises within thirty (30) days written notice by the Lessee, except where the repair has been made necessary by misuse or neglect by the Lessee or Lessee's agents, visitors or licensees, and except that the Lessee may make minor repairs to the Premises, including, but not limited to, light bulb replacements, at its own expense. If the Lessee

provides notice to the Lessor that an item for which the Lessor is responsible is in need of repair or replacement, and the Lessor is unable to repair or replace such item within such thirty (30) day period, then the Lessee may repair or replace such item, at its expense, subject to the prior approval of Lessor.

c. At the expiration or termination of this Agreement, Lessee shall, at Lessee's expense:

- 1) Remove all Lessee's personal property and improvements;
- 2) Repair all injury done by or in connection with the installation or removal of the property and improvements;
- 3) Surrender the Premises to the Lessor in a condition equal to that existing at the time of commencement of this Agreement, ordinary wear and tear excepted;
- 4) Any such property which Lessee fails to remove shall be disposed of by the Lessor and the Lessor shall not be responsible for any loss or damage thereto.

d. The Lessee may make improvements to the Premises upon the prior, written approval of the Lessor. All improvements made by Lessee to the Premises which are so attached to the Premises that they cannot be removed without material injury to the Premises, shall become the property of Lessor upon installation.

e. All partitions and appliances placed in the Premises by the Lessor shall remain the property of the Lessor at all times during and after the term hereof.

f. Cleanliness of Premises. The Lessor and Lessee will not improperly or unlawfully store, handle, release, or dispose of any refuse, trash or Hazardous Substances (as defined below) in the Leased Premises or in or around the building of which the Premises form a part. The Lessor and Lessee shall immediately notify the other and appropriate government agencies and authorities having jurisdiction if a release of Hazardous Substances 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.

g. Hazardous Waste. The Lessor and Lessee shall not cause or permit any Hazardous Substance (as hereinafter defined) on the Premises. As used herein, "Hazardous Substance" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the State of Florida or the United States Government, including without limitation, (i) any substance, chemical, or waste that is or shall be listed or defined as hazardous, toxic or dangerous under applicable environmental laws, (ii) any other federal, state, or local governmental authority pursuant to any environmental, health and safety or similar law, code, ordinance, rule, regulation, order or decree and pursuant to any environmental, health and safety of the occupants or users of the Premises or any part thereof, any adjoining property or cause damage to the environment, (iii) any petroleum products, (iv) PCBs (v) leaded paint, and (vi) asbestos.

Notwithstanding the foregoing, to the extent that any Hazardous Substance is regulated by law to be allowed in restricted permissible quantities, the presence of no more than such

permitted quantities applied or use in a legally permitted manner shall not be a violation of the foregoing restrictions concerning the use and storage of such substances.

7. ASSIGNMENT AND SUBLETTING.

Lessee shall not assign this Lease Agreement or any interest therein, or sublet the Premises without the prior, written consent of the Lessor.

8. OWNER'S ACCESS TO PREMISES.

The Lessor shall have the right to enter upon the Premises at all times for the purpose of inspecting the same, or exhibiting the same to prospective purchasers or lessees, or for the purpose of making repairs or alterations to the Premises or any other portion of the building or for any other purpose. In exercising this right, the Lessor shall not interfere with Lessee's use of the Premises.

9. DAMAGE TO PREMISES.

a. If the Premises shall be damaged by fire or other causes, the City shall, in its sole discretion, determine whether or not to affect repairs and/or terminate the Agreement. If the Premises are not repaired and restored to a condition equal to that which existed at the commencement of this Agreement, then Lessee may, no later than fifteen (15) days following the damage, give the Lessor a notice of election to terminate this Agreement.

b. In the event this Agreement is terminated as provided above, Lessee shall, within fifteen (15) calendar days, surrender possession of the Premises to Lessor and remove all of Lessee's effects therefrom. If Lessee has submitted payment for utilities and common area expenses beyond the date which Lessee surrenders the Premises, the payments shall be repaid to Lessee.

10. TERMINATION.

a. This Agreement may be terminated at any time by mutual written consent of the Parties.

b. Notwithstanding anything to the contrary contained herein, either Party may terminate this Agreement with or without cause upon giving thirty (30) days prior written notice to the other Party. Upon such termination, Lessee shall, within fifteen (15) calendar days, surrender possession of the Premises to Lessor and remove all of Lessee's effects therefrom.

c. This Agreement may be further terminated as set forth herein.

d. In the event Lessor exercises its option to terminate this Agreement, Lessor shall have no obligation to buy out the remainder of the Agreement and no funds shall be owed or due to Lessee.

11. INSURANCE.

a. Lessor and Lessee shall provide insurance coverage pursuant to their respective self-insurance programs.

b. Lessee shall provide worker's compensation and unemployment compensation for its employees as required by law.

12. LIABILITY.

a. To the fullest extent permitted by Section 768.28, Florida Statutes, the Parties shall be liable for claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from or in any way connected with the performance of or failure to perform their respective obligations or responsibilities under this Agreement. However, nothing contained herein shall constitute a waiver by either the Lessee or Lessor of their sovereign immunity under Section 768.28, Florida Statutes.

b. Lessee shall not be liable for any claims, damages, losses and expenses, including reasonable attorney's fees arising out of, resulting from or in any way connected with the Lessor's performance of or failure to perform its obligations or responsibilities under this Agreement.

c. Lessor shall not be liable for any claims, damages, losses, or expenses, including reasonable attorney's fees arising out of, resulting from, or any way connected with the Lessee's performance of or failure to perform its obligations or responsibilities under this Agreement.

d. To the extent permitted by Section 768.28, Florida Statutes, Lessee shall indemnify and hold harmless the Lessor from any and all liability, claims, damages and injuries including death and attorney's fees and attorney's fees on appeal which occur as a result of the negligence of the Lessee or its employees or agents as the law provides, provided, however, that nothing contained herein shall constitute a waiver by the Lessee of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

e. **RADON GAS: 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 health unit.**

13. DEFAULT.

a. It is mutually agreed that in the event the Lessee shall default in any of the payments set forth herein and fails to correct such default within twenty (20) days after written notice thereof from Lessor, or if Lessee shall be in default performing any of the terms or provisions set forth herein and fails to cure such default within thirty (30) days after written notice thereof from Lessor, Lessor may terminate this Agreement immediately. The Lessor may at any time thereafter resume possession of the Premises by lawful means.

b. If the Lessor shall default in the performance of its obligations herein and fails to cure such default within twenty (20) days after written notice thereof from Lessee, Lessee may terminate this Agreement as provided herein. Upon such termination, Lessee shall within fifteen (15) calendar days surrender possession of the Premises to Lessor and remove all of the Lessee's

effects therefrom. The payment for utilities, common area, and janitorial services expenses shall be apportioned as of the date of surrender and any such payment made for any period beyond such date shall be repaid to Lessee. The Lessor may at any time thereafter resume possession of the Premises by lawful means.

c. If the Lessee deserts or vacates the Premises, or fails to make payments set forth herein, the Lessor may enter and resume possession of the Premises by lawful means without being liable for any prosecution or damage therefore.

d. The Lessor, upon resuming possession of the Premises as provided herein, may relet the Premises.

14. NOTICES.

a. All notices to either Party shall be given by hand delivery or certified mail, return receipt requested.

b. Notices to the Lessee shall be submitted to both:

Director
Family Services Department
Head Start Division
2100 E. Michigan Street
Orlando, FL 32806

and

Orange County Government, Florida
201 S. Rosalind Avenue, 5th Floor
Orlando, FL 32801
Attention: County Administrator

c. Notices to the Lessor shall be submitted to both:

Director of Families, Parks and Recreation
City of Orlando
595 N. Primrose Drive
Orlando, FL 32803

and

Real Estate Manager
City of Orlando
400 South Orange Avenue, 7th Floor
Orlando, FL 32801

15. WAIVER OR BREACH. The waiver or breach of any covenant or condition of this Agreement shall not be construed as a waiver or breach of any other covenant or condition of this

Agreement or of a subsequent breach of the waived covenant(s) or condition(s).

16. QUIET ENJOYMENT. Lessee shall and may peaceably and quietly have, hold and enjoy the Premises for the term aforesaid free from disturbance by Lessor or anyone claiming through, by or under the Lessor.

17. ENTIRE AGREEMENT. The entire agreement between the parties with respect to the subject matter herein is contained in this Lease Agreement. No other agreement, oral or written, regarding the subject matter herein, including but not limited to, the 2003 Lease, shall be deemed to exist or to bind the parties hereto.

18. FEDERAL FUNDING. The parties understand that payments made under this Agreement shall come from federal and state grant monies received by Lessee. If federal or state funding becomes unavailable, Lessee shall have the right to terminate this Agreement upon giving thirty (30) days prior, written notice to Lessor. In the event that summer program funds become unavailable for the months of June and July, said payments under Section 5 of this Agreement shall be waived by the Lessor upon thirty (30) days prior, written notice from the Lessee. The determination as to whether or not federal funds are available shall be in the sole discretion of the Lessee. Except as provided herein, Lessee shall not be liable for any damages for termination of this Agreement, if federal or state monies are unavailable.

19. COMPLIANCE WITH APPLICABLE LAWS. The Parties shall comply with all applicable federal, State, and local laws, rules, orders, and regulations, pertaining to their performance under this Agreement.

20. AMENDMENTS TO LEASE AGREEMENT. The conditions and covenants of this Lease Agreement shall not be amended or modified other than in writing signed by the parties hereto. On an annual basis during the Term of the Lease, the Parties shall review the Lease terms, conditions and obligations and the use of the Premises by Lessee, and make any mutually agreeable changes to the lease in the form of a written amendment thereto.

21. VALIDITY. The validity, interpretation, construction and effect of this Agreement shall be in accordance with and be governed by the laws of the State of Florida, to the extent not preempted by or in conflict with applicable laws of the United States of America. In the event any provision hereof shall be finally determined to be unenforceable and invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Lease Agreement, which shall remain in full force and effect.

22. VENUE. Any litigation which occurs as a result of this Lease Agreement shall be had in the Ninth Judicial Circuit of Orange County, Florida, and shall be governed by the laws of the State of Florida.

23. USE OF PATENTED, TRADEMARKED OR COPYRIGHTED MATERIAL.

Lessee agrees to assume all costs arising from the use of patented, trademarked, or copyrighted materials, equipment, devices, process, or dramatic rights used on or incorporated in the conduct of any event covered under this Agreement. Lessee agrees to indemnify and hold harmless the City of Orlando and its employees from all damages, costs and expenses in law or equity for or on account of any patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights furnished or used by Lessee in connection with this Lease Agreement, and will defend the City of Orlando and its employees from and against any action, whether it be groundless or fraudulent.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have signed and executed this City of Orlando Callahan Neighborhood Center Orange County Head Start Program Lease Agreement as of the dates written below.

ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

BY: _____
Teresa Jacobs, Orange County Mayor

DATE: _____

ATTEST: Martha O. Haynie, County Comptroller
as Clerk to the Board of County Commissioners

BY: _____
Deputy Clerk

DATE: _____

CITY OF ORLANDO, FLORIDA

BY: _____
Buddy Dyer, Mayor of Orlando

DATE: _____

ATTEST:

BY: _____
Celeste Brown, City Clerk

DATE: _____

Approved as to form and legality for the use and reliance
of the City of Orlando, Florida, only.

_____, 2015

Assistant City Attorney

Exhibit A
Leased Premises

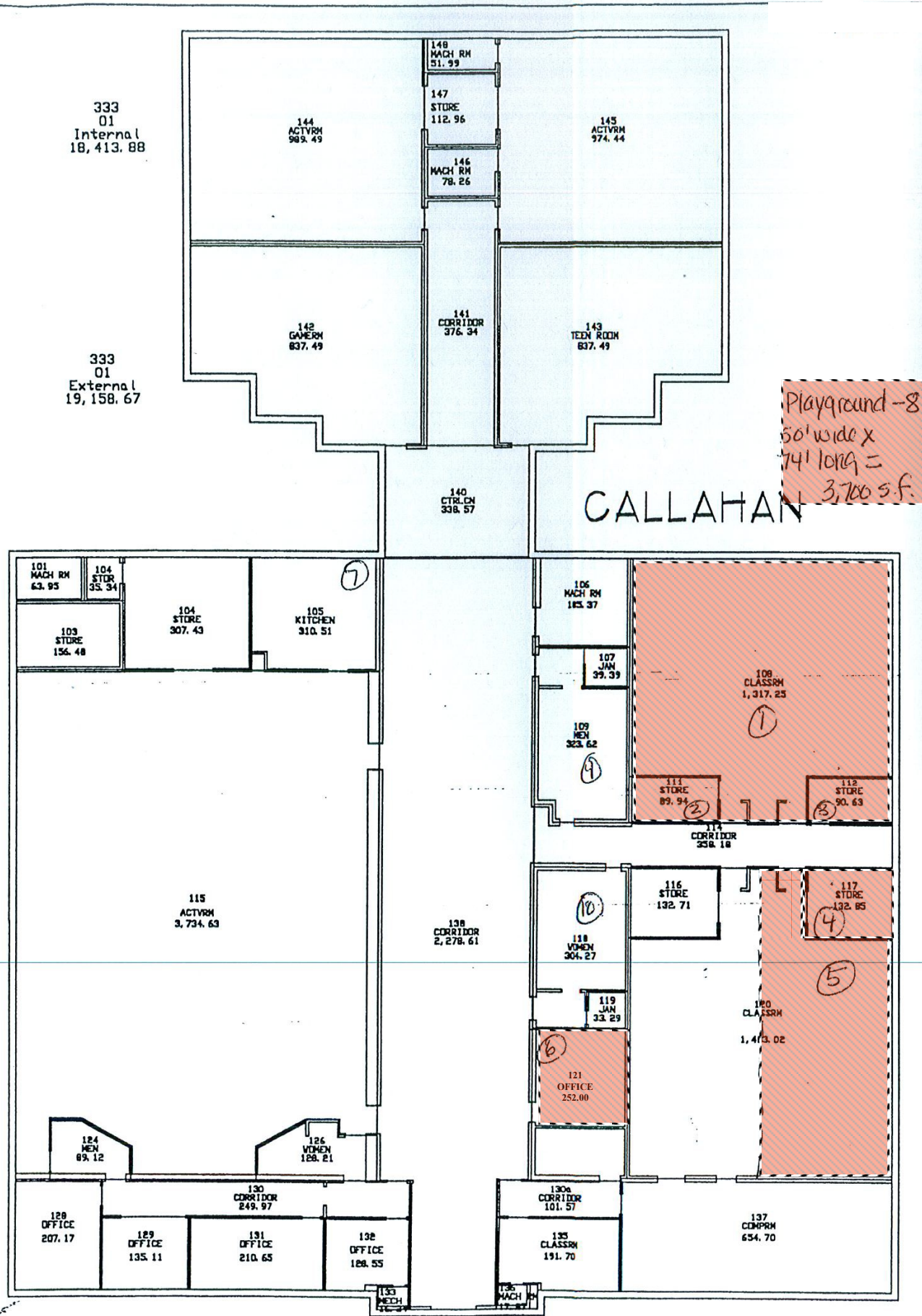


Exhibit B
Summer Leased Premises

