

AMENDED AND RESTATED AGREEMENT FOR FACILITY USE BETWEEN THE CITY OF ORLANDO AND THE ORLANDO HOUSING AUTHORITY

This Amended and Restated Agreement for Facility Use (hereinafter referred to as “the Agreement”) is made and entered into effective this ____ day of ____, 20__, by and between the City of Orlando, Florida, a municipal corporation, hereinafter referred to as the “CITY” and the Orlando Housing Authority, 390 N. Bumby Ave., Orlando, FL 32803, hereinafter referred to as “OHA”, for the specified term herein.

RECITALS

- A. On March 27, 1995, the CITY and OHA entered into an Agreement for the execution and implementation of activities associated with a grant received by OHA from the U.S. Department of Housing and Urban Development. That agreement expired after 18 months in September, 1996.
- B. On January 27, 2003, an amended agreement was initiated by OHA for the provision of youth programs at Citrus Square and Ivey Lane Homes. The CITY has continually provided services to youth in the complex since 1995. At this time the parties wish to formalize an agreement to continue to provide services in the form of this amended and restated agreement replacing the original agreement, all amendments thereto and incorporating additional changes.

NOW THEREFORE in consideration of the foregoing premises and the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged by each party to the other, the Agreement is hereby amended and restated in its entirety so that it reads as follows:

- 1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by reference the same as if set forth.
- 2. **SCOPE OF SERVICES AND USES ALLOWED.**

OHA hereby grants to the CITY a license to occupy and use the community room, kitchen, and restrooms, hereinafter known as the “interior area” and the playground, picnic shelter, basketball court and open field area, hereinafter known as the “outdoor area” adjacent to the community building at the Citrus Square Apartments located at 5625 Hickey Drive to accommodate CITY programs during the term of this Agreement. Program hours for after school, summer camp and school vacation day programs are listed as part of this Agreement as Exhibit A.

3. **TERM AND TERMINATION.** The initial term of this agreement is for three (3) years beginning on June 1, 2017 and ending on May 31, 2020. This Agreement shall automatically renew for one (1) year terms unless OHA or the CITY give written notice to the other party of its intent to terminate without cause with 60 days prior notice.

4. **OPERATING AND PROGRAM REQUIREMENTS**

OHA shall:

- a) Provide both the “interior area” and “outdoor area” located at 5625 Hickey Drive for the CITY’s exclusive use in providing recreation programs and activities during the times listed in Exhibit A.
- b) Notify the CITY at least ten (10) working days in advance of any construction, repairs, or maintenance which it has scheduled that may impact the CITY’s programs.
- c) Notify the CITY at least six (6) months in advance of any capital projects planned that may impact the CITY’s programs.
- d) Regularly inspect OHA property and maintain the physical plant, including plumbing, electrical, window replacement, air conditioning and heating systems, door locks, security system and mechanical equipment necessary for safe operation at the facility and protection of CITY equipment. OHA is responsible to repair drywall and paint interior and exterior walls and doors. OHA is responsible for maintaining the site in safe and operable condition, including mulch under the swings. Make any and all necessary repairs at OHA expense.
- e) Provide regular lawn mowing and other landscaping services around the facility.
- f) Be responsible for all utility charges associated with the community building at 5625 Hickey Drive.
- g) Ensure that the facility remains easily accessible to all CITY employees, program participants, and visitors during City program hours.
- h) Allow the CITY, with OHA approval, to make minor improvements to the “interior area” of the community room when needed to enhance its overall operations.
- i) No alteration, addition, improvement, painting, or refinishing of or to the Community Center shall be made by the CITY without the written consent of the OHA. Any alteration, addition, or improvement made by the CITY after such consent has been given, and any fixtures or items installed by CITY (including but not limited to carpeting, light fixtures, plumbing fixtures, cabinets, shelving) shall become the property of the OHA upon the expiration or sooner termination of the Agreement.
- j) Provide at least 48 hours notice if an OHA meeting is to be held at the community building at 5625 Hickey Drive during city program hours as listed in Exhibit A.

CITY shall:

- a) Continue to administer programs and provide staffing for recreation services at the Citrus Square Recreation Site through CITY funding sources on the dates and times listed in Exhibit A. Programs may be subject to change due to funding availability.

- b) Purchase all recreational supplies, equipment, and office supplies to support the recreation programs offered. All items purchased will be property of the CITY and will be removed if the agreement terminates pursuant to Section 8.
- c) Regularly inspect OHA property and notify OHA of maintenance issues.
- d) Keep the “interior area” of the facility in a safe and good operating condition at all times and to secure CITY equipment. Make minor repairs or replacements to the “interior area” as it relates to normal wear and tear or due to the negligence of CITY staff or CITY program participants.
- e) Provide janitorial services as needed during recreation program hours.
- f) Ensure that all programs and activities are open to the public in addition to the residents of Citrus Square Apartments.
- g) Provide alternative location (outside area) for participants if there is an OHA meeting scheduled in the “interior area” during CITY program hours as listed in Exhibit A.
- h) The CITY shall comply with all laws, ordinances, statutes and permits required as applicable to the daily program operation at the facility.

5. **INDEMNIFICATION AND LIABILITY INSURANCE REQUIRED :**

The CITY is self insured and shall be responsible for its actions and its negligence only up to the extent allowed by Florida law and up to the limits contained in Section 768.28 Florida Statutes. Nothing herein shall be construed as a waiver of the CITY’s sovereign immunity.

OHA agrees to indemnify and hold harmless without limit the CITY and its officers and agents, employees, and elected and appointed officials from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, suit proceedings, actions and costs of actions, including attorney’s fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of this agreement, caused by any act or omission of OHA, its agents, servants, employees, clients, guests, or invitees.

- 6. **MECHANIC’S LIENS.** The parties agree that CITY does not have a lienable interest in the facility or any portion thereof or interest therein. CITY shall insure that no liens or claims of liens are recorded against the Leased Premises by CITY, and the recording of any such lien by CITY, unless removed within thirty (30) days of filing, shall be a default by CITY of this Lease.
- 7. **ASSIGNMENT AND SUBLETTING.** The CITY shall not assign, transfer this Agreement without written consent of OHA. Any attempt to do so without OHA’s consent shall be void.
- 8. **SURRENDER UPON TERMINATION.** At the expiration of this Agreement Term, the CITY shall surrender the Community Center in as good condition as it was in at the beginning of the Term, reasonable wear and tear excepted. The CITY shall also surrender to OHA all keys to the Community Center. Prior to the termination of this Agreement, if the CITY is not in default on any obligation or covenant under this agreement, the CITY will remove any furnishings, fixtures, office supplies, movable office furniture and other

personal property owned by the CITY from the Community Center, and shall promptly repair any damage caused by such removal. If the CITY fails to remove its personal property or fails to leave the Community Center in the condition described above, OHA may remove such personal property and restore the Community Center.

9. **ENVIRONMENTAL PROVISIONS.** The CITY (for itself and its employees, agents, successors and assigns) covenants, promises, and agrees that it will not use, manufacture, store, treat, transport, refine, handle, produce or dispose of any Hazardous Materials in, at, on, under, upon or from the Premises. The CITY (for itself and its employees, agents, successors and assigns) further covenants promises and agrees that it will not discharge, deposit, inject, dump, leak, spill, place or allow escape of any Hazardous Materials in, at, on, under, upon or from the Premises, or into the sewer system serving the Premises. As used herein, the term "Hazardous Materials" shall mean any asbestos, flammable substances, explosives, radioactive materials, PCB-laden oil, hazardous waste, pollutants, contaminants, toxic substances, under any federal, state or local laws, ordinances, rules, regulations, or policies governing use, storage, treatment, transportation, manufacture, refinement, handling, production, or disposal of such materials, including without limitation, Section 9601 of Title 42 of the United States Code.
10. **INSPECTION.** OHA and its representatives may enter the Community Center at any reasonable time, for the purpose of inspecting the Community Center, performing OHA's obligations under this Agreement, performing any work which the OHA elects to undertake for the safety, preservation, benefit, or welfare of the Community Center.
11. **NOTICE:** Notice to the parties under this agreement shall be in writing and provided to the following address by mail or hand-delivery to:

CITY: Families, Parks and Recreation
Recreation Division
Attn: Recreation Division Manager
595 North Primrose Drive
Orlando, Florida 32803

THE ORLANDO HOUSING
AUTHORITY: Vivian Bryant, Executive Director
390 N. Bumby Ave.
Orlando, Florida 32803

IN WITNESS WHEREOF, the undersigned have executed this Agreement the day and year first above written.

CITY OF ORLANDO

By: _____
Buddy Dyer, Mayor

APPROVED AS TO FORM AND LEGALITY

For the use and reliance of City of
Orlando, Florida, only.

_____, 20__

Assistant City Attorney

THE ORLANDO HOUSING AUTHORITY

By: _____
Print Name: Vivian Bryant
Title: Executive Director

WITNESSES:

(1) _____ (2) _____
Print Name: _____ Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The forgoing instrument was acknowledged before me this _____ day of _____, 20__, by Vivian Bryant, as Executive Director of the Orlando Housing Authority, who is personally known to me or has produced a valid (State) _____ Driver's License as identification.

Notary Public
My Commission Expires:

EXHIBIT A
RECREATION PROGRAM HOURS
*note- hours and programs subject to change

After School Program-Monday- Friday 2:00 p.m.- 5:30 p.m.

School Vacation Days-as scheduled*- 7:30 a.m.- 5:30 p.m.

Summer Camp-Monday-Friday 7:30 a.m.- 5:30 p.m.

* Dates vary, depending on Orange County Public School Calendar and City Holiday schedule