




Interoffice Memorandum

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
DEC 16 2014 KHB/S

REAL ESTATE MANAGEMENT ITEM 2

**DATE:** November 17, 2014

**TO:** Mayor Teresa Jacobs  
and the  
Board of County Commissioners

**FROM:** Ann Caswell, Acting Manager   
Real Estate Management Division

**CONTACT  
PERSON:** Ann Caswell, Acting Manager

**DIVISION:** Real Estate Management  
Phone: 836-7082

**ACTION  
REQUESTED:** APPROVAL AND EXECUTION OF LEASE AGREEMENT BETWEEN  
ORANGE COUNTY AND ORLANDO DAY NURSERY  
ASSOCIATION, INC. AND DELEGATION OF AUTHORITY TO THE  
REAL ESTATE MANAGEMENT DIVISION TO EXERCISE  
RENEWAL OPTIONS, IF NEEDED, FOR OFFICE SPACE

**PROJECT:** Orlando Day Nursery  
Orange County Court House  
425 N. Orange Avenue, 2<sup>nd</sup> Floor  
Orlando, Florida

District 5

**PURPOSE:** To provide space for day care and related services for children of families  
with official court business.

**ITEM:** Lease Agreement  
Size: 2,620 square feet  
Term: One year  
Options: Four, 1-year renewals

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

**REMARKS:** A Place for Children is a licensed drop-in child care center located on the second floor of the Orange County Courthouse. This facility, which opened in 1998, provides day care and related services for children whose caregivers have official court business. The Orlando Day Nursery Association, Inc. provides these services and has requested this Lease Agreement to formalize the existing arrangement.

**A file labeled "BCC Agenda Backup" containing a copy of this agenda item and all supporting documentation is in the top drawer of the BCC file cabinet in the supply room adjacent to Commissioner Thompson's office.**

DEC 16 2014 *HTL/ES*

Orlando Day Nursery  
Orange County Court House  
425 N. Orange Avenue, 2<sup>nd</sup> Floor,  
Lease File # 5086

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ORANGE COUNTY, FLORIDA

*and*

ORLANDO DAY NURSERY ASSOCIATION, INC.

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LEASE AGREEMENT

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THIS LEASE AGREEMENT made and entered into effective this 13<sup>th</sup> day of November 2014, by and between Orange County, a charter county and political subdivision of the State of Florida ("Lessor") and Orlando Day Nursery Association, Inc., a Florida non-profit corporation ("Lessee").

WITNESSETH:

1. **Premises.** Lessor, in consideration of the payments to it by Lessee of the rents herein contained, which receipt is hereby acknowledged, does hereby lease to the Lessee a portion of the property identified as the Orange County Courthouse located at 425 N. Orange Avenue, Orlando, Florida ("Leased Premises"). The Leased Premises contains approximately 2,620 square feet of usable area, as is more particularly shown in Exhibit "A", attached hereto and incorporated hereby into this Lease Agreement ("Lease") by this reference.

2. **Term.** This Lease shall commence on the day and year first written above ("Commencement Date"), and shall expire at midnight one (1) year following that date ("Termination Date") ("Lease Term"). Lessee may renew this Lease upon its expiration for up to four (4) additional one (1) year renewals by providing written notice to Lessor one hundred twenty (120) days prior to its expiration. Decisions pertaining to such renewal shall be at Lessor's option, provided that Lessee not be in default of any of the terms or conditions or this Lease at the time of such renewal. County's Real Estate Management Division shall have the authority to approve any such renewals.

3. **Rent.** Occupancy of the Leased Premises during the Lease Term will be at no cost to the Lessee.

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**4. Insurance.** Lessee shall maintain “all-risk” property insurance, covering its personal property, including improvements to the Leased Premises. In the event that the Leased Premises, or a major part thereof, is damaged or destroyed by fire, lightning, storm, or other casualty, the Lessor shall forthwith repair the damage to the Leased Premises at its own cost and expense.

(a) Lessee shall procure and maintain at its expense throughout the Lease Term the following insurance policy(ies):

(i) General liability insurance in an amount not less than \$1,000,000, to cover the Lessee, Lessor, and Lessor and any others designated by Lessor against liability for 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 Leased Premises. This policy is to include Sexual Abuse and Molestation coverage with limits of not less than \$100,000 per occurrence

(ii) “All Risk” property insurance in an amount sufficient to cover the full replacement value of Lessee’s furniture, equipment, supplies, and any other property owned, leased, held, or possessed by it.

(iii) Workers’ Compensation – The Lessee 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 Employee’s Liability. Said coverage shall include a waiver of subrogation in favor of the Lessor.

**5. Use of Leased Premises.** Lessee may use the Leased Premises as a day care and related facility for the purpose of providing day care services to its clients.

**6. Utilities.** Lessor agrees to pay for all utility charges for the Leased Premises. Such charges will include electrical, water, sewer, heating, air conditioning, fire/life safety protection service, or any other cost that the local utility company may add to its monthly utility bill during the duration of this Lease.

**7. Care of Premises.** Lessor shall maintain the Leased Premises and shall be responsible for all costs of the maintenance, operations, systems repair and replacement, janitorial services, and pest control for the Premises. Lessor shall be responsible for maintenance of the building envelope; including the roof, landscaping, and grounds maintenance so as to conform with all applicable health and safety laws, ordinances, and codes presently in effect or subsequently amended or enacted during the Lease Term of this Lease and any renewal periods. Lessor shall not be responsible for maintenance or repair of any of the Lessee’s equipment or furnishings, or damage to any of the building equipment or facilities caused by Lessee’s employees, clients, or invitees.

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**8. Common Areas.** Lessee shall have access to the common areas located within and around the building of which the Leased Premises are a part.

**9. Parking.** Lessee shall have use of the general parking facilities adjacent to, and/or located upon, the property surrounding the building in which the Leased Premise is located at Lessee's own cost and expense. Said parking to be available to Lessee's employees and clients at all times during which the Lessee operates its facility. 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, agents, visitors, licensees, invitees, contractors, and customers.

**10. 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 in 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.

**11. 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 business 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 Premises and its lessees or occupants.

**12. Warranty of Quiet Enjoyment.** Lessee, upon keeping and performing the covenants of this Lease to be performed by Lessee, shall peacefully and quietly hold, occupy, and enjoy said Leased Premises during the Term, without any let, hindrance, or molestation by Lessor, or any persons lawfully claiming under Lessor.

**13. 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 fully continue to operate its business and 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.

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**14. Waiver.** No waiver by any party 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.

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

Orlando Day Nursery Association, Inc.  
626 Lake Dot Circle  
Orlando, FL 32801

With a copy to:

Gennifer L. Bridges, Esq.  
Burr & Forman LLP  
200 S. Orange Ave., Suite 800  
Orlando, FL 32801

Any such notice to be given to Lessor under this Lease shall be given to:

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

with a copy to:

Orange County Attorney  
Post Office Box 1393  
Orlando, Florida 32802

or at such other place as Lessor or Lessee may designate in writing. All notices shall be in writing and shall be sent by certified mail, postage prepaid, return receipt requested; or by personal delivery with proof of delivery.

**16. Fixtures and Alterations.** Lessee shall not, without Lessor's prior written consent, attach any fixtures in or to the Leased Premises or change, alter or make additions to the Leased Premises, nor attach or affix any article hereto, nor permit any annoying sound device, overload any floor, or deface the Leased Premises. Such prior written consent shall not be unreasonably withheld. Where Lessor has approved Lessee's modifications to the Leased Premises, Lessee shall not be required to remove its modifications and restore the Leased

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Premises to its original condition upon Lessee vacating the Leased Premises. If, however, Lessee elects to remove its modifications upon vacating the Leased Premises, then Lessee, at its expense, shall restore the Leased Premises to its original condition, ordinary wear and tear excepted.

**17. Redelivery of Premises.** Lessee shall, on the expiration of the Lease Term or any renewals thereof, and provided that Lessor has not renewed this Lease, deliver the Leased Premises in as good order and condition as it now is or may be put by Lessor; reasonable use, ordinary wear and tear thereof, and damage by fire or other unavoidable casualty, condemnation, or appropriation excepted, and Lessee shall promptly surrender all keys to the Leased Premises to Lessor.

**18. Access to Premises.** Lessee's access shall be limited to the normal business hours of the Leased Premises. Lessor, however, shall have no liability to Lessee, its employees, agents, invitees, or licensees for losses due to theft or burglary or for damages done by unauthorized persons on the Leased Premises; and neither shall Lessor be 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 Premised 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 Premises. Lessee shall cooperate fully in Lessor's efforts to maintain security within the Premises and shall follow all regulations promulgated by Lessor with respect thereto.

**19. Signs.** Lessee shall not install or locate signs in the windows and doors of the Leased Premises or any other part of the Leased Premises or grounds without first securing Lessor's written consent, which shall not be unreasonably withheld. Any signs installed by Lessee with Lessor's permission shall be maintained in good repair and when removed, any building or grounds damage therefrom shall be restored by Lessee at Lessee's expense.

**20. Indemnification.** To the fullest extent permitted by law, each party to this agreement shall be solely responsible for all claims; including but not limited to suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs, and expenses of whatsoever kind or nature, arising out of its acts, errors, and omissions, in connection with this Lease; or the acts, errors, and omissions of anyone acting under its direction, control, or on its behalf and accordingly each party shall, defend, indemnify, and hold harmless the other party, its agents, employees, and officers, at all times from and against any and all liability, loss, or expense arising from said claims to the extent allowed by law. However, nothing contained herein shall constitute a waiver by Lessor of its sovereign immunity or the provisions of Section 768.28, Florida Statutes. Nothing shall be construed to extend the liabilities of any of the parties beyond that provided in Section 768.28, Florida Statutes, and nothing herein shall be construed as consent by a State Agency or subdivision of

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the State of Florida to be sued by third parties in any matter arising out of any contract or agreement.

**21. *Validity.*** It is understood and agreed that in the event any provision of this Lease shall be adjudged, decreed, held, or ruled to be invalid, such portion shall be deemed severable, and it shall not invalidate or impair the agreement as a whole or any other provision of the agreement.

**22. *Assignment and Subletting.*** Lessee may not assign or encumber its interest in this Lease or further Lease any part of the Leased Premises.

**23. *Lessor's Right of Entry.*** Lessor and Lessor's authorized representative shall 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 obligations under this Lease; to serve, post, or keep posted any notices required or allowed under the provisions of this Lease; and/or to make repairs to the Leased Premises. Lessor shall not be liable in any manner for any inconvenience, disturbance, nuisance, or other damage arising out of Lessor's entry in 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, hazardous materials, or contaminants in the Leased Premises, or in or around the building 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. *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.



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**26. Mold - Notice to Prospective Tenant.** Lessee agrees to hold Lessor harmless to the fullest extent permissible in the event any mold contaminants are discovered in the Leased Premises or on the property of which the Leased Premises form a part. Lessee understands mold is a naturally occurring microbe and that mold should pose no health threat unless concentrated in high levels in a living environment. The Lessor agrees that in the event mold like contamination is discovered, this condition will be immediately reported to the Lessee in writing.

**27. Governing Law.** The Laws of the State of Florida shall govern the validity, performance, and enforcement of this Lease.

**28. Severability.** If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws, the remainder of this Lease shall not be affected thereby, and in lieu of each clause or provision of this Lease which is illegal, invalid, or unenforceable, there shall be added as a part of this Lease a clause or provision as nearly identical to the said clause or provision as may be legal, valid, and enforceable.

**29. Termination.** Lessor reserves the right to terminate this Lease without cause, at any time prior to its expiration, by giving no less than (60) days prior written notice to the Lessee of its intent to terminate.

**30. Recording.** This Lease may not be recorded.

**31. Entire Agreement.** This Lease and its Exhibit "A" constitutes the entire agreement between the parties and supersedes all prior agreements, oral or written. No waiver, modification, addition, or addenda to this Lease shall be valid unless in writing and signed by both the Lessor and the Lessee.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

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IN WITNESS WHEREOF, Lessor and Lessee have hereunto executed this Lease as of the day and year first written above.



LESSOR:  
ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

By: Teresa Jacobs  
Teresa Jacobs  
Orange County Mayor

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

for Jessica Moore  
By Deputy Clerk  
Jessica Moore  
Printed Name

Jody Nelson  
Witness  
Jody Nelson  
Printed Name

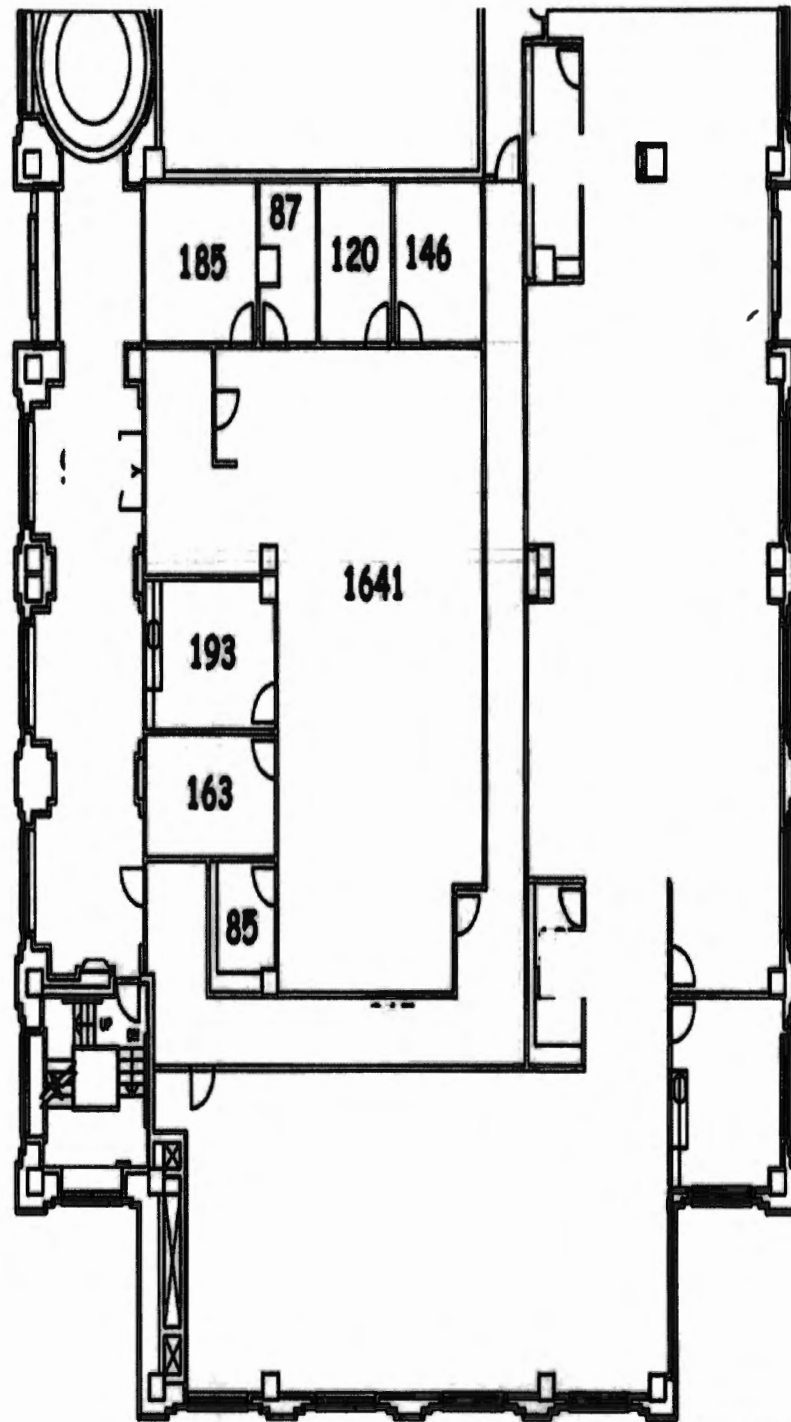
LESSEE:  
ORLANDO DAY NURSERY  
ASSOCIATION, INC., a Florida non profit  
corporation

By: Jennifer L. Bridges  
Jennifer L. Bridges  
Printed Name

As Its Vice President

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EXHIBIT "A"  
Site Plan



ORANGE COUNTY COURTHOUSE  
BUILDING 'C' - ZONE C4-2

2,620 square  
feet