

LEASE AGREEMENT WITH IMPOWER, INC.

THIS LEASE AGREEMENT is made and entered into this 24th day of March, 2020, by and between SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, in this Lease referred to as "LANDLORD," and IMPOWER, INC., whose address is 111 West Magnolia Avenue, Longwood, Florida 32750, in this Lease referred to as "TENANT."

WITNESSETH:

WHEREAS, LANDLORD owns the real property located at 3800 Dike Road, Winter Park, Florida 32792 and described as:

SECTION 26, TOWNSHIP 21, RANGE 30 EAST; EAST 3/4 OF NORTHEAST 1/4 OF NORTHEAST 1/4 (LESS ROAD AND SOUTH 1/2 OF WEST 1/2 OF EAST 2/3 AND WEST 165 FEET OF SOUTH 300 FEET)

Parcel ID No.: 26-21-30-300-0010-0000 (the "Leased Premises").

WHEREAS, the Board of County Commissioners has the authority under Section 125.38 Florida Statutes, to lease real property for the public community interest and welfare for a nominal price if such property is not needed for a County purpose;

WHEREAS, the Board of County Commissioners has determined the granting of such rights and privileges to TENANT as are outlined under this Lease Agreement constitutes a County purpose,

NOW, THEREFORE, in consideration of the covenants and agreements set forth in this Lease Agreement, LANDLORD and TENANT agree as follows:

CERTIFIED COPY - GRANT MALLOY
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER
SEMINOLE COUNTY, FLORIDA

BY Grant Malloy DEPUTY CLERK



Section 1. Leased Premises. Upon payment of the rent as set forth in this Lease Agreement, LANDLORD hereby leases and demises the following described premises, located in the County of Seminole, State of Florida:

SECTION 26, TOWNSHIP 21, RANGE 30 EAST; EAST 3/4 OF NORTHEAST 1/4 OF NORTHEAST 1/4 (LESS ROAD AND SOUTH 1/2 OF WEST 1/2 OF EAST 2/3 AND WEST 165 FEET OF SOUTH 300 FEET)

3800 Dike Road, Winter Park, Florida 32792
Parcel ID No.: 26-21-30-300-0010-0000 (the "Leased Premises").

Section 2. Term. The term of this Lease Agreement commences on April 13, 2020 and continues through April 12, 2022. Upon written agreement by the parties, this Lease Agreement may be extended for two (2) additional two (2) year terms.

Section 3. Rental. TENANT shall pay LANDLORD the sum of ONE AND NO/100 DOLLAR (\$1.00) per year during the following Lease Agreement term as rent for the Leased Premises with the total Lease amount payable upon execution of this Lease Agreement.

Section 4. Payments. When due, TENANT shall send payments required under the terms of this Lease Agreement to:

Seminole County Public Works Department
Facilities & Property Management Division
Contracts & Leasing Coordinator
205 West County Home Road
Sanford, Florida 32773

Section 5. Handicapped Standards and Alterations.

(a) TENANT agrees that the Leased Premises now conforms, or that prior to TENANT's occupancy, TENANT, at its expense, shall bring the Leased Premises into conformance with the requirements of the Florida Americans with Disabilities Accessibility Implementation Act, Chapter 553, Part II, Florida Statutes (2019), providing requirements for persons with disabilities, and with the requirement of the Americans with Disabilities Act of 1990,

Public Law the 101-336, enacted July 26, 1990, and as subsequently amended, 42 U.S.C. §§12101, et seq., (2020) and its implementing regulations, Section 28 C.F.R. Part 35 (2020), and 36 C.F.R. Part 1191 (2020), as these statutes and regulations may be amended from time to time.

(b) TENANT will have the right to make any alterations in and to the Leased Premises during the term of this Lease Agreement upon first obtaining the written consent of LANDLORD. LANDLORD shall not unreasonably withhold the consent to any such alterations.

Section 6. Use of Leased Premises. TENANT will have the exclusive use of the Leased Premises for such use as is described in Exhibit A, attached to this Lease Agreement. TENANT covenants that it will not permit the Leased Premises to be used for any purpose prohibited by the laws of the United States of America, the State of Florida, or the ordinances of Seminole County. Further, TENANT shall not use or keep any substance or material in or about the Leased Premises which may vitiate or endanger the validity of the insurance on the Leased Premises, or increase the hazard of risk. TENANT shall not permit any nuisance on the Leased Premises.

Section 7. Quiet Possession. LANDLORD shall warrant and defend TENANT in the enjoyment and peaceful possession of the Leased Premises during the term of this Lease Agreement.

Section 8. Utilities and Maintenance.

(a) TENANT shall provide and pay for all utilities, including lights, gas, electrical current, water, and sewer used anywhere in, on, or about the Leased Premises. TENANT shall pay the charges made by the suppliers of these utilities promptly when due.

(b) TENANT shall provide all necessary maintenance and repairs for the Leased Premises, both interior and exterior, including HVAC and grounds of the Leased Premises for the duration of this Lease Agreement.

Section 9. Assignment and Sublease. TENANT shall not assign this Lease Agreement or sublet the Leased Premises or any part of them.

Section 10. Indemnification of LANDLORD. TENANT shall hold harmless, indemnify, and defend LANDLORD, its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages arising from, allegedly arising from, or related to the use of the Leased Premises, or TENANT's provision of services under this Lease Agreement.

Section 11. Insurance.

(a) **General.** TENANT shall procure and maintain insurance required under this Section at TENANT's own cost.

(1) TENANT shall provide LANDLORD with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must clearly identify this Lease Agreement on the Certificate's face.** LANDLORD, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, TENANT shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that LANDLORD will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to LANDLORD. Until such time as the insurance is no longer required to be maintained by TENANT, TENANT shall provide LANDLORD with a renewal or replacement Certificate of Insurance before

expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by LANDLORD, TENANT shall provide LANDLORD with a certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by LANDLORD nor failure to disapprove the insurance provided by TENANT will relieve TENANT of its full responsibility for performance of any obligation, including its indemnification of LANDLORD, under this Lease Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Lease Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Lease Agreement for Workers' Compensation/Employers' Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Lease Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the TENANT shall immediately notify LANDLORD as soon as TENANT has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company

with a different insurance company meeting the requirements of this Lease Agreement. Until such time as TENANT has replaced the unacceptable insurer with an insurer acceptable to LANDLORD, TENANT will be deemed to be in default of this Lease Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of TENANT, TENANT shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at TENANT's sole expense. Except as otherwise specified in this Lease Agreement, the insurance will become effective upon execution of this Lease Agreement by TENANT and must be maintained in force until the expiration of this Lease Agreement's term or the expiration of all Orders issued under this Lease Agreement, whichever comes last. Failure by TENANT to maintain this required insurance coverage within the stated period will constitute a material breach of this Lease Agreement, for which LANDLORD may immediately terminate this Lease Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) TENANT's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. TENANT is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both TENANT and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employees' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Policy Limit)
\$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) TENANT's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) TENANT shall maintain these minimum insurance limits:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising	\$1,000,000.00
Injury Limit	
Each Occurrence Limit	\$1,000,000.00

(3) Professional Liability Insurance. TENANT shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00).

(4) Business Auto Policy.

(A) TENANT's insurance must cover TENANT for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services

Office. Coverage must include owned, non-owned, and hired autos or any auto used by TENANT. In the event TENANT does not own automobiles, TENANT shall maintain coverage for hired and non-owned auto liability for autos used by TENANT, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by TENANT must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit	\$1,000,000.00
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(d) Coverage. The insurance provided by TENANT pursuant to this Lease Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by LANDLORD or LANDLORD's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of TENANT.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Lease Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve TENANT, its employees, or its agents of liability from any obligation under this Section or any other Section of this Lease Agreement.

Section 12. Maintenance and Repairs.

(a) TENANT shall provide for interior and exterior maintenance and repairs in accordance with generally accepted good practices, including repainting, HVAC repair and maintenance, the replacement of worn or damaged floor covering. During the term of this Lease Agreement, TENANT shall keep the interior and exterior of the Leased Premises in as good a state of repair as it is at the time of the commencement of this Lease Agreement, reasonable wear and tear excepted.

(b) TENANT shall maintain and keep in repair the exterior of the Leased Premises during the term of this Lease Agreement. TENANT will also be responsible for the replacement of all doors and windows broken or damaged, including painting, in the Leased Premises.

(c) TENANT shall maintain the interior and exterior of the Leased Premises, including grounds and parking area, in conformity with all applicable health and safety laws, ordinances, and codes that are presently in effect and that may subsequently be enacted during the term of this Lease Agreement and any renewal terms.

(d) LANDLORD shall furnish pest control services for the Leased Premises during the term of this Lease Agreement.

Section 13. Heating, Air Conditioning, and Janitorial Services.

(a) TENANT shall maintain heating and air conditioning equipment in satisfactory operating condition at all times for the Leased Premises during the term of this Lease Agreement at the expense of TENANT.

(b) TENANT shall provide janitorial services and all necessary janitorial supplies, including the provision of garbage refuse and recycling trash disposal for the Leased Premises during the term of this Lease Agreement at TENANT's expense.

Section 14. Fire and Other Hazards.

(a) In the event that the Leased Premises, or the major part of them, are destroyed by fire, lightning, storm, or other casualty, LANDLORD, at its option, may forthwith repair the damage to the Leased Premises at LANDLORD's expense.

(b) TENANT shall provide for fire protection during the term of this Lease Agreement in accordance with the fire safety standards of the State Fire Marshall. TENANT will be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshall. TENANT shall make the Leased Premises available for inspection by the State Fire Marshall at any reasonable time.

Section 15. Fire Insurance. LANDLORD will not be responsible to carry fire insurance on the person or property of TENANT, or any other person or property that may now or subsequently be placed in or on the Leased Premises.

Section 16. Cancellation and Termination.

(a) This Lease Agreement may be cancelled or terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered to the other party; or

(b) If TENANT fails or ceases to use the Leased Premises for any or all of the uses as described in Exhibit A without prior written permission of LANDLORD, LANDLORD may terminate this Lease Agreement immediately upon written notice to TENANT.

Section 17. Surrender of Possession. TENANT agrees to deliver up and surrender to LANDLORD possession of the Leased Premises at the expiration or termination of this Lease Agreement in as good condition as when TENANT takes possession, except for ordinary wear and tear, alterations permitted under this Lease Agreement, or loss by fire or other casualty, act of God, insurrection, nuclear weapon, bomb, riot, invasion, or commotion, military or usurped power.

Section 18. Removal of Property. Without demand and at TENANT's own cost and expense and prior to expiration or sooner termination of the term of this Lease Agreement, TENANT shall undertake the following: (a) remove all property belonging to TENANT and all alterations, additions, or improvements and fixtures which, by the terms of this Lease Agreement, TENANT is permitted to remove; (b) repair all damage to the Leased Premises caused by such removal; and (c) restore the Leased Premises to the condition they were in prior to the installation of the property or fixtures so removed. Any property or fixtures not so removed will be deemed to have been abandoned by TENANT and may be retained or disposed of by LANDLORD.

Section 19. Acceptance of Leased Premises "As Is" by TENANT. The taking of possession of the Leased Premises "as is" by TENANT will be conclusive evidence that the Leased Premises were in good and satisfactory condition when possession of them was taken, latent hidden defects excepted.

Section 20. Waiver. No waiver of any breach of any one or more of the conditions or covenants of this Lease Agreement by LANDLORD or by TENANT may be deemed to imply or constitute a waiver of any succeeding or other breach under this Lease Agreement.

Section 21. Amendment or Modification. LANDLORD and TENANT acknowledge and agree that they have not relied upon any statements, representations, agreements, or warranties, except such as are expressed in this Lease Agreement, and that no amendment or modification of this Lease Agreement will be valid or binding unless expressed in writing and executed by the parties in the same manner as the execution of this Lease Agreement.

Section 22. Notices. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested and sent to the following:

For LANDLORD:

Seminole County Public Works Department
Facilities & Property Management Division
Contracts & Leasing Coordinator
205 West County Home Road
Sanford, Florida 32773

For TENANT:

Impower, Inc.
111 West Magnolia Avenue
Longwood, Florida 32750

Section 23. Default. Each party to this Lease Agreement, in the event of an act of default by the other party, will have all remedies available to it under the laws of the State of Florida.

Section 24. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Lease Agreement. The sole jurisdiction and venue for any legal action in connection with this Lease Agreement will be in the courts of Seminole County, Florida.

Section 25. LANDLORD's Right to Inspect. LANDLORD reserves the right to inspect the Leased Premises on an annual basis upon reasonable advance notice to TENANT.

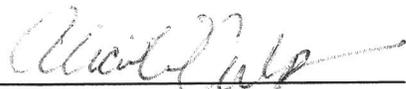
Section 26. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

[Signature and Attestations continue on Page 13.]

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

IMPOWER, INC.

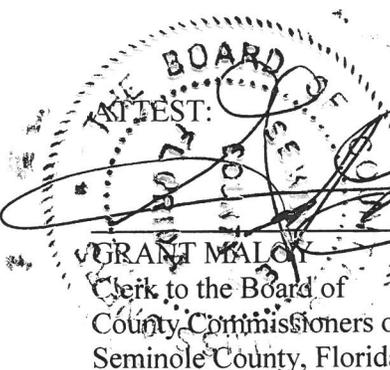

ALICIA CULP, Secretary

By: 
ANNA KESIC, CEO

(CORPORATE SEAL)

Date: 02/20/2020

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: 
JAY ZEMBOWER, Chairman

Date: 3-24-2020

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its 3-24,
2020, regular meeting.

Approved as to form and
legal sufficiency.


County Attorney

DGS/dre
02/18/20

Attachment:

Exhibit A – Use of Leased Premises
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EXHIBIT A

AGENCY NAME: IMPOWER, Inc.
AGENCY ADDRESS: Administrative: 111 W Magnolia Avenue, Longwood, FL 32750
Program Office: 3800 Dike Road, Winter Park, FL 32792
PRESIDENT/CEO: Anna Kesic
AGENCY PHONE: Administrative: 407-215-0095
Program Office: 407-478-4034

Description

Goal: To prevent homelessness for vulnerable and at-risk young adults through the provision of supportive housing and comprehensive wraparound supports to aid in the successful transition to stable independent living as adults.

Eligibility: Youth ages 18-25 who have been in the child welfare system or are homeless.

Services: The Village will serve as supportive housing option for youth and/or young adults as they work toward completing their education, securing and maintaining employment and building a network of supports to sustain them as they transition to adulthood and community living. Services may include but are not limited to:

- Dorm style housing
- Employment and education supports and assistance
- Life skills training and education that promotes independence and supports long-term homelessness prevention
- Financial literacy and budgeting education
- Transportation
- Basic needs (food, clothing, hygiene care)
- Mental health/substance misuse intervention and prevention
- Case management services
- Housing education and tours
- Volunteer training and opportunities
- Activities/assessments that demonstrate self-sufficiency and personal growth
- Mentoring, tutoring and other personal supports
- Medical and legal advocacy and assistance