

**LEASE AGREEMENT BETWEEN SEMINOLE COUNTY AND SEMINOLE STATE  
COLLEGE FOR USE OF PROPERTY  
AS A TEMPORARY STAGING AREA  
FOR ADMINISTRATIVE PURPOSES**

This Lease Agreement is made and entered into 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 1st Street, Sanford, Florida 32771, referred to as "COUNTY," and **The District Board of Trustees of Seminole State College of Florida**, a political subdivision of the State of Florida and institution comprising part of the Florida College System, whose address is 100 Weldon Boulevard, Sanford, FL 32773, referred to as "COLLEGE."

**WITNESSETH:**

**WHEREAS**, hurricanes and other tropical weather systems that occasionally affect Seminole County, Florida require efforts by COUNTY in order to manage ongoing disaster recovery efforts; and

**WHEREAS**, it is in the public interest that COUNTY protect against hurricanes and other tropical weather systems, and their accompanying hazard to human life and property; and

**WHEREAS**, COLLEGE owns "Site 1" more particularly described as Seminole State College, Sanford/Lake Mary Campus – parking lot 20, as more fully depicted as the area enclosed by the solid red lines shown in Exhibit 1; and

**WHEREAS**, COLLEGE owns "Site 2", more particularly described as Seminole State College, Altamonte Springs Campus – parking lot south of Gateway Drive located south of the former Chevrolet dealership in the southwest corner of the property, as more fully depicted as the area enclosed by the solid blue lines shown in Exhibit 2; and

**WHEREAS**, Site 1 and Site 2 are each individually referred to herein as a "Site" and

collectively as the “Sites”; and

**WHEREAS**, the Sites have been identified as a potential area for the temporary staging of administrative personnel and equipment related to such personnel, as further defined in Section 6 below (“Permitted Use”); and

**WHEREAS**, COUNTY has requested permission to use the Sites as a temporary staging area for the Permitted Use when required by hurricanes or other tropical weather systems; and

**WHEREAS**, COLLEGE has agreed to make the Sites available to COUNTY for the Permitted Use, subject to the terms and conditions set forth in this Lease Agreement.

**NOW, THEREFORE**, for and in consideration of the promises, mutual covenants, and agreements contained in this Lease Agreement by and between the parties and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Section 1. Recitals.** The foregoing recitals are true and correct and form a material part of this Lease Agreement upon which the parties have relied.

**Section 2. Leased Sites.** COLLEGE grants to COUNTY and COUNTY hereby accepts from COLLEGE the exclusive use and occupancy of the Sites, subject to the terms and conditions of this Lease Agreement.

**Section 3. Effective Date and Term.** The Effective Date of this Lease Agreement will be the date when the last party has properly executed this Lease Agreement as determined by the date set forth immediately below the respective signatures of the parties. However, COUNTY shall not be entitled to take possession of any Site for the Permitted Use until a Local State of Emergency is declared for Seminole County. The term of this Lease Agreement commences on the Effective Date and expires on December 31, 2024, unless sooner terminated as provided in

this Lease Agreement.

**Section 4. Termination.** Notwithstanding any other provision of this Lease Agreement, on or after the termination or expiration of the COUNTY's declaration of emergency, either party has the right to terminate for convenience COUNTY'S ability to take or maintain possession of any Site upon at least thirty (30) calendar days prior written notice to the other party. Following such notice by either party, COUNTY shall remove (and instruct all of its employees, agents, independent contractors, licensees, invitees, guests, users, successors or assigns to remove) all personnel and property of any type from the affected Site(s) prior to the end of the thirty (30) calendar day period and return those Site(s) to the condition on the Effective Date, less ordinary wear and tear. Except to the extent of ordinary wear and tear or damage, waste, or other deterioration caused by the acts or omissions of COLLEGE, COUNTY shall bear full cost and responsibility for any and all damage, wear and tear, waste or other deterioration caused to the Sites by or attributable to the acts or omissions of the COUNTY and any of its employees, agents, independent contractors, licensees, invitees, guests, users, successors or assigns. COUNTY shall repair any such damage, wear and tear, waste or other deterioration and restore the COLLEGE Site(s) to its original condition within one hundred twenty (120) calendar days after the surrender of the property by the COUNTY or the expiration of this Lease Agreement as per Section 3, whichever occurs first. COLLEGE grants COUNTY a license to enter upon the Site(s) and complete the restoration work for the one hundred twenty (120) calendar day time period after surrender of the Site(s), expiration or termination of this Lease Agreement. COUNTY shall be responsible for seeking FEMA, insurance, or other reimbursement and shall be liable for the full costs of repair and restoration of the Site(s) to its original condition even if FEMA, insurance, or other funds are insufficient. Either party may terminate this Lease Agreement for

convenience upon sixty (60) calendar days prior written notice, or terminate this Lease Agreement cause by written notice of default to the other party and upon the failure of the other party to cure the default within fifteen (15) days of delivery of the notice. COUNTY shall surrender possession of the Sites to COLLEGE at the end of the term of this Lease Agreement or upon the effective date of termination of this Lease Agreement, whichever occurs earlier, and return the Sites to the same condition as on the Effective Date, less ordinary wear and tear, except to the extent of ordinary wear and tear or damage, waste, or other deterioration caused by the acts or omissions of COLLEGE.

**Section 5. Rental.** Commencing on the Effective Date, COUNTY shall pay rent to COLLEGE for the Leased Premises described in Section 1 above for one dollar (\$1.00) for the term of the lease.

**Section 6. Use of Sites.** Subject to all applicable state and federal laws and regulations, COLLEGE shall permit COUNTY to use the Sites as a temporary staging area for the Permitted Use, which consists only of the following: (i) Placement of up to (but no more than ) 10 temporary, portable office trailers for COUNTY's disaster debris contractor(s) from which administrative personnel will plan, refine, and direct operations; (ii) the parking of vehicles used by administrative personnel and field personnel working in the office trailers described above; (iii) temporary staging of heavy equipment solely for the purpose of evaluation prior to sending the equipment to the field and work zones; and (iv) temporary staging of trucks and trailers for calibrating equipment and weight/dimensions calculations for capacity certification prior to sending them to the field and work zones. COUNTY will provide to the COLLEGE the contact information (including cell phone number) of the COUNTY employee(s) responsible to monitor and resolve any issues with their employees, agents, independent contractors, licensees, invitees,

guests, users, successors or assigns on the Site(s). COUNTY will ensure that work performed on the Site(s) does not disrupt, impact, or otherwise interfere with the COLLEGE's primary educational mission. COUNTY will ensure that work performed on the Site(s) complies with all applicable local ordinances (including but not limited to noise and/or "quiet time" ordinances). COUNTY will ensure that no one will live, habitate, or reside on the Site(s). COUNTY will ensure that ingress and egress to other areas of the COLLEGE property remain open and accessible at all times and that requests to relocate items off roadways be handled in a timely, courteous, professional manner by the COUNTY's employees, agents, independent contractors, licensees, invitees, guests, users, successors or assigns. COUNTY and its employees, agents, independent contractors, licensees, invitees, guests, users, successors or assigns shall provide security and safety for their respective operations, materials, and equipment on the Site(s), and COLLEGE shall have no responsibility or liability for such security or safety. COUNTY shall not use, nor permit others to use, the Sites for any use other than the Permitted Use, nor use any other portion of COLLEGE's property, notwithstanding the roadways for ingress and egress, for the Permitted Use other than the Sites. COUNTY shall immediately cease operations at the Sites(s) upon written notice from the COLLEGE their employees, agents, independent contractors, licensees, invitees, guests, users, successors or assigns are violating or have violated any portion of this Lease Agreement and shall be allowed to resume operations only upon resolution of the violation and agreement satisfactory to the COLLEGE.

**Section 7. Condition of Sites.** COLLEGE warrants as of the Effective Date that there are no facts known to COLLEGE materially affecting the condition of the Sites, including but not limited to environmental matters, that are not readily observable to COUNTY or that have not been disclosed to COUNTY. COUNTY acknowledges that COLLEGE has no obligation to make

assessment of the Sites beyond the Effective Date of this Lease Agreement; furthermore, COLLEGE has not conducted any studies or assessments regarding the use of the Sites for these Permitted Uses. ASIDE FROM THE FOREGOING WARRANTY, COLLEGE LEASES THE SITES TO COUNTY ON AN “AS IS”, “WHERE IS”, “WITH ALL FAULTS” BASIS. COLLEGE FURTHER DISCLAIMS AND DOES NOT MAKE ANY REPRESENTATION, WARRANTY, GUARANTY, PROMISE, PROJECTION OR PREDICTION OF ANY KIND, INCLUDING THOSE THAT ARE ORAL, EXPRESS, OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**Section 8. Insurance Requirements.** Each party shall maintain adequate insurance coverage to protect its own interests and obligations under this Lease Agreement. Should COUNTY require insurance coverages from its disaster debris contractor(s), COUNTY shall require that those contractor(s) name the COLLEGE as an additional insured party on such coverages prior to entering the Sites, and shall provide COLLEGE with proof of such coverages upon request.

**Section 9. Notice.** Any notice delivered with respect to this Lease Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand-delivered to the persons designated below, or (ii) when deposited in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the party as set forth below, or such other address or to such other person as the party may have specified by written notice to the other party delivered according to this Section:

**As to COUNTY:**

Director of Emergency Management

200 West County Home Road  
Sanford, Florida 32773

**As to COLLEGE:**

Dr. Dick Hamann  
VP – Information Technology Services and Resources/CIO  
100 Weldon Boulevard  
Sanford, FL 32773

**Section 10. Governing Law.** The laws of the State of Florida govern the validity, enforcement and interpretation of this Lease Agreement. Seminole County is the sole venue for any legal action in connection with this Lease Agreement.

**Section 11. Parties Bound.** This Lease Agreement is binding upon and inures to the benefit of COLLEGE and COUNTY, and their successors and assigns.

**Section 13. Entire Agreement.**

(a) It is understood and agreed that the entire agreement of the parties is contained in this Lease Agreement, which supersedes all oral agreements, negotiations, and previous agreements between the parties relating to the subject matter of this Lease Agreement.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Lease Agreement will be valid only when expressed in writing and duly signed by both parties, except as otherwise specifically provided in this Lease Agreement.

**Section 14. Assignment.** This Lease Agreement may not be assigned by either party without the prior written approval of the other party.

**Section 15. Severability.** If any provision of this Lease Agreement or the application of this Lease Agreement to any person or circumstance is held invalid, it is the intent of the parties that the invalidity does not affect other provisions or applications of this Lease Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this

Lease Agreement are declared severable.

**Section 16. Public Records Law.** Both COUNTY and COLLEGE are entities subject to Article XI, Section 24 and Chapter 119, Florida Statutes. Each party shall be responsible for its own compliance with Florida's public records laws.

**Section 17. Counterparts.** This Lease Agreement may be executed in any number of counterparts each of which, when executed and delivered, constitutes an original, but all counterparts together constitute one and the same instrument.

**Section 18. Headings and Captions.** All headings and captions contained in this Lease Agreement are provided for convenience only, do not constitute a part of this Lease Agreement, and may not be used to define, describe, interpret, or construe any provision of this Lease Agreement.

**Section 19. Dispute Resolution.** In the event of any dispute hereunder, both COUNTY and COLLEGE agree that they shall follow the provisions of Chapter 164, Florida Statutes.

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

*[Remainder of page left intentionally blank; signature page to follow]*

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COLLEGE:

THE DISTRICT BOARD OF TRUSTEES OF  
SEMINOLE STATE COLLEGE OF  
FLORIDA

By:   
Georgia Lorenz (Jun 18, 2024 12:27 EDT)  
Dr. Georgia L. Lorenz, President  
Date: Jun 18, 2024

**APPROVED**  
*By Kenneth Eubanks at 12:23 pm, Jun 17, 2024*

ATTEST:

SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
JAY ZEMBOWER, County Chairman

Date: \_\_\_\_\_

For the use and reliance of Seminole  
County only. Approval as to form  
and legal sufficiency

\_\_\_\_\_  
County Attorney

\_\_\_\_\_

**EXHIBIT 1**



**EXHIBIT 2**








# 6.17.24 APPROVED Emergency Staging Agreement

Final Audit Report

2024-06-18

Created:	2024-06-18
By:	Miguel Sierra (sierram@seminolestate.edu)
Status:	Signed
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