




Interoffice Memorandum


APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
JUN 16 2015 NP/ES

REAL ESTATE MANAGEMENT ITEM 1

**DATE:** May 26, 2015

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

**THROUGH:** Ann Caswell, Manager   
Real Estate Management Division

**FROM:** Elizabeth Price Jackson, Senior Title Examiner   
Real Estate Management Division

**CONTACT PERSON:** Ann Caswell, Manager

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

**ACTION REQUESTED:** APPROVAL AND EXECUTION OF SUBLEASE AGREEMENT  
BETWEEN CENTRAL FLORIDA DISASTER MEDICAL COALITION,  
INC. AND ORANGE COUNTY FOR WAREHOUSE SPACE

**PROJECT:** Central Florida Disaster Medical Coalition  
Suddath Drive Warehouse  
Orlando, Florida  
  
District 3

**PURPOSE:** To continue to provide warehouse space for the Emergency Medical  
Services Division.

**ITEM:** Sublease Agreement  
Cost: \$21,450.00 per year  
Size: 5,000 square feet  
Term: 59 months

**BUDGET:** Account Number: 0001-060-2410-3620

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

**REMARKS:** Orange County was previously provided warehouse space at no cost by the Central Florida Disaster Medical Coalition, Inc. (CFDMC). The space is needed to store the County's Emergency Medical Services Division's People with Special Needs and Functional Needs equipment. CFDMC had to relocate to new warehouse lease space which now requires supplemental funding from the County in order to keep the components of the local and regional medical response capabilities together in a single location. The Sublease Agreement term is February 1, 2015 to December 14, 2019.

**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.**

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

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## Sublease Agreement

THIS SUBLEASE AGREEMENT ("Sublease") is made and entered into by and between **CENTRAL FLORIDA DISASTER MEDICAL COALITION, INC.**, a Florida not for profit corporation whose address is 190 West 7<sup>th</sup> Street, Oviedo, Florida 32766 ("Sublessor"), and **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the state of Florida, whose address is P.O. Box 1393, Orlando Florida 32802-1393 ("Sublessee").

### WITNESSETH:

**WHEREAS**, Sublessor leases approximately 16,000 square feet of warehouse space located at 101 Suddath Drive, Orlando, Florida 32806-6136 ("Premises") pursuant to a lease agreement dated November \_\_\_\_\_, 2014 ("Lease") with Suddath Enterprises, Inc. ("Lessor"); and

**WHEREAS**, Sublessee and Sublessor desire to enter into this Sublease Agreement for the purpose of subleasing approximately 5,000 square feet of the Premises to Sublessee to house the People with Special Needs and Functional Needs equipment for Orange County Emergency Medical Services; and

**WHEREAS**, the Lease requires that Sublessor provide Lessor at least 15 days advance notice of its intent to sublease the Premises and that this Sublease be expressly subject to the terms and conditions of the Lease and conditioned upon the prior written consent of the Lessor; and

**WHEREAS**, the parties hereto desire to memorialize their mutual understanding of the terms and conditions of the sublease as set forth herein consistent with the requirements of the Lease.

**NOW THEREFORE**, in consideration of the mutual promises and obligations set forth herein, Sublessor and Sublessee hereby agree as follows:

1. **Premises.** Sublessor, in consideration of the rents, covenants, and agreements herein, hereby subleases to Sublessee, and Sublessee hereby accepts and subleases from Sublessor, for the period of time and subject to the terms and conditions set forth herein, approximately five thousand (5,000) square feet of the warehouse space located at 101 Suddath Drive, Orlando, Florida 32806-6136 ("Demised Premises"). The Demised Premises are more particularly depicted in **Exhibit "A,"** attached hereto and incorporated herein by this reference.
2. **Term.** The term of this Sublease shall commence on February 1, 2015 and, unless sooner terminated pursuant to this Sublease, shall terminate on December 14, 2019 ("Term").
3. **Rent.** During the Term of this Sublease, rent for the Demised Premises, including any charges for common area, operating expenses, insurance, real estate taxes and maintenance, shall

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be Twenty-One Thousand Four Hundred Fifty and no/100 Dollars (\$21,450.00) per year. Rent shall be payable to Sublessor in equal monthly installments of One Thousand Seven Hundred Eighty-Seven and 50/100 Dollars (\$1,787.50) in advance, on the first day of each month of the Term. If the Term of this Sublease commences on a day other than the first day of the month, Sublessee shall pay Sublessor the prorated portion of the monthly rent for that month.

4. **Use of Premises.** Sublessee agrees to use the Demised Premises in accordance with the terms and condition of the Lease and further covenants not to do any act which will result in a violation of the terms of the Lease.

5. **Assignment.** Sublessee shall not, without the prior written consent of the Sublessor and of Lessor, assign the Term demised by this Sublease nor suffer or permit it to be assigned by operation of law or otherwise, nor shall Sublessee, without the prior written consent of Sublessor and of Lessor, further sublet all or any part of the Demised Premises or permit the Demised Premises or any part of them to be used by others for hire.

6. **Incorporation of Lease; Lessor's Approval.** This Sublease shall be subject to all of the terms, provisions, covenants, and conditions contained in the Lease and shall be conditioned upon Lessor's written consent. Sublessor warrants it will comply with all terms of the Lease as to that part of the Premises not sublet to Sublessee and to promptly pay all rent and other charges due Lessor pursuant thereto.

7. **Maintenance of Premises.** Except for repairs to the Demised Premises necessary due to the negligence of Sublessee, or its agents, employees or invitees, Sublessor shall be solely responsible for maintenance of and repairs to the Demised Premises consistent with the terms of the Lease.

8. **Liens.** Sublessee shall keep the Demised Premises free and clear of liens arising out of any work performed, materials furnished, or obligations incurred by Sublessee, including mechanics' liens.

9. **Signs.** Sublessee covenants and agrees that no signs or symbols shall be placed in the windows or doors of the Demised Premises, or on any exterior part of the Premises without the Sublessor's prior written approval. Any sign or symbol placed on the exterior of the Premises or in the windows or doors of the Premises so as to be visible from the streets that is not satisfactory to Sublessor, shall be removed immediately on demand by Sublessor and if not so removed within 48 hours, will constitute a breach of this Sublease.

10. **Condition of Equipment.** Sublessor warrants all plumbing, heating, electrical, and air conditioning equipment to be in good operating condition at the commencement of this Sublease.

11. **Alterations, Additions, and Improvements.** Sublessee shall not make alterations, additions, or improvements on the Demised Premises without first obtaining the written consent of Sublessor. All alterations, additions, and improvements that shall be made shall be at Sublessee's expense, shall become Sublessor's property, and shall remain on and be surrendered

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with the Demised Premises as a part of the Demised Premises at the termination of this Sublease without disturbance, molestation, or injury. Nothing contained in this Section shall prevent Sublessee from removing other property and equipment customarily stored in the Demised Premises pursuant to this Sublease.

12. **Access for Inspection and Repairs.** Sublessee shall allow Lessor and Sublessor, and their agents, free access at all reasonable times to the Demised Premises for the purpose of inspecting or of making repairs, additions, or alterations to the Demised Premises or any property owned by or under the control of Lessor or Sublessor.

13. **Quiet Enjoyment.** Sublessor warrants that Sublessee will have quiet enjoyment and peaceful possession of the Demised Premises, and that it will defend Sublessee in such quiet enjoyment and peaceful possession during the Term of this Sublease without interruption by Sublessor or Lessor, or any person rightfully claiming under either of them.

14. **Utilities.** Sublessor shall be responsible for payment of all utility charges for the Demised Premises.

15. **Insurance.** Sublessee shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of or result from its operations under this Sublease, whether such operations be by itself or by anyone directly or indirectly employed by Sublessee, or by anyone for whose acts any of them may be liable: (1) claims under workers compensation, disability benefit, and other similar employee acts; (2) claims for damages because of bodily injury, occupational sickness or disease, or death of its employees; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than employees; (4) claims for damages insured by usual personal injury liability coverage which are sustained (a) by any person as a result of any offense directly or indirectly related to the employment of such person by Sublessee, or (b) by any other person; (5) claims for damages because of injury to or destruction of tangible property, including loss of use thereof; and (6) claims for damages because of bodily injury or property damage arising out of the ownership, maintenance, use, loading or unloading of any motor vehicle.

Sublessee shall maintain in full force and effect during the Term of this Sublease, special causes of loss coverage insurance, commonly known as all risk coverage, covering all of Sublessee's property in, on or about the Demised Premises. The property insurance shall provide that it is specific and non-contributory and shall contain a replacement cost endorsement.

Sublessee shall, prior to commencement of the Term and at Sublessor's request from time to time thereafter, provide Sublessor with current certificates of insurance evidencing Sublessee's compliance with this Section. Sublessee's insurance coverage may not be changed, reduced or canceled without at least thirty (30) days prior written notice to Sublessor. Sublessee is a self-insured entity and as such, all claims are administered by Sublessee's self-insurance program. Sublessor agrees to accept this self-insurance program in lieu of commercial insurance policies. In the event Sublessee shall fail to procure such insurance, Sublessor may at its option after giving Sublessee no less than ten (10) days prior written notice of its election to do so, procure the same for the account of Sublessee, and the cost thereof shall be paid to Sublessor as

additional rent upon receipt by Sublessee of bills therefore. Insurance limits of insurance coverages required to be procured and maintained during the Term shall be mutually agreed upon by the parties.

16. **Indemnification.** Each party agrees to defend, indemnify and hold harmless the other, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorney's fees) attributable to its own negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the its negligent performance under this Sublease. Nothing contained herein shall constitute a waiver of Sublessee's sovereign immunity or the provisions of section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

17. **Default by Lessor or Sublessor.** If Lessor fails and neglects to perform pursuant to the terms of the Lease, or if Sublessor fails to perform pursuant to the terms of this Sublease, Sublessee may, on reasonable written notice of not less than 30 days, terminate this Sublease.

18. **Termination.** Sublessee may terminate this Sublease, with or without cause, at any time, with at least 90 days' advance written notice provided to Sublessor. Upon termination, Sublessee shall surrender the Demised Premises without further notice, and will deliver to Sublessor all keys belonging to the Demised Premises.

19. **Entire Agreement.** This Sublease shall constitute the entire agreement between Sublessor and Sublessee.

20. **Severability.** The provisions of this Sublease are declared by the parties to be severable. However, the material provisions of this Sublease are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Sublease. Therefore, should any material term, provision, covenant or condition of this Sublease be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternative contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

21. **Modification.** Any modifications to this Sublease shall be in writing and approved by both parties hereto with the same formalities as this Sublease.

22. **Subordination.** This Sublease and the rights of Sublessee hereunder are subordinate and inferior to the Lease and to any mortgage now or hereafter encumbering the Demised Premises, provided the holder of any such mortgage agrees not to disturb Sublessee's possession hereunder and to recognize this Sublease so long as Sublessee is not in default hereunder beyond any applicable notice and opportunity-to-cure period. Sublessee agrees to execute and deliver such instruments to evidence subordination, certificates of estoppel, and certificates as to the status of the Sublease as Sublessor may request.

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23. **Applicable Law.** Florida law shall govern in interpreting this Sublease and venue for any action initiated under this Sublease shall be in Orange County, Florida.

24. **Notices.** Any notice or other communication required or permitted to be given under this Sublease must be in writing and shall be effectively given or delivered if given by email with written notice to follow by overnight courier hand delivered to the addresses for Sublessor and Sublessee stated below, or sent by certified United States Mail, return receipt requested, or sent by receipted overnight delivery service to said addresses. Notice affected by hand delivery or receipted overnight delivery service shall be deemed to have been received upon the earlier of actual receipt or refusal thereof. Any notice mailed shall be deemed to have been received upon the earlier of (a) actual receipt, (b) refusal thereof, or (c) three (3) days after mailing of same. Either party shall have the right to change its address to which notices shall thereafter be sent, and the party to whose attention such notice shall be delivered, by giving the other party notice thereof in accordance with the provisions of this paragraph. Until such time as either party shall change its address for notices, notices shall be forwarded as follows:

To Sublessor: Central Florida Disaster Medical Coalition, Inc.  
P.O. Box 560610  
Orlando, FL 32856

To Sublessee: Manager, Real Estate Management Division  
Orange County  
400 East South Street, 5<sup>th</sup> Floor  
Orlando, FL 32802  
Phone: 407-836-7070  
Fax: 407-836-5969

With a copy to: County Attorney  
Orange County  
P.O. Box 1393  
Orlando, FL 32802-1393  
Phone: 407-836-7320  
Fax: 407-836-5888

25. **Binding Effect.** The terms, conditions, and covenants of this Sublease shall inure to and be binding on the successors, administrators, executors, and assigns of the parties hereto.

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year last written below.



**SUBLESSEE:**  
**ORANGE COUNTY, FLORIDA**  
By: Board of County Commissioners

By: *Teresa Jacobs*  
Teresa Jacobs  
Orange County Mayor

Date: 6.16.15

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

By: *Craig A. Stopyra*  
fol Deputy Clerk

Print Name: Craig A. Stopyra

**SUBLESSOR:**

**CENTRAL FLORIDA DISASTER MEDICAL  
COALITION, INC.**, a Florida not for profit  
corporation

By: *Randall Hartley*

Print Name: Randall Hartley

Title: Chairman

Date: 5/11/2015

*Athena Sturno*  
Witness

Print Name: Athena Sturno

*Suzanne Gordon*  
Witness

Print Name: Suzanne Gordon



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### EXHIBIT "A"

